

**WORK SESSION TO REVIEW SRF PROJECT PLAN**

**State Revolving Fund (SRF) Project Plan**

**Update on Sewer Improvement Plan**

**6:00 to 7:30 p.m.**

**THE VILLAGE OF DEXTER**

**VILLAGE COUNCIL MEETING**

**MONDAY April 23, 2007**

**\*\*\*\*\*7:30pm\*\*\*\*\***

**Dexter Senior Center, 7720 Dexter Ann Arbor Road**

**A. CALL TO ORDER AND PLEDGE OF *ALLEGIANCE***

**B. ROLL CALL:** President Seta                      J.Carson                      P. Cousins                      S. Keough  
                                                                         J. Semifero                      R. Tell                              D. Fisher

**C. APPROVAL OF THE MINUTES**

1. Regular Council Meeting Minutes – April 9, 2007
2. Budget Planning Work Session Minutes – April 3, 2007

**Page#1-12**

**D. PRE-ARRANGED PARTICIPATION:**

*Pre-arranged participation will be limited to those who notify the Village office before 5:00 p.m. Tuesday of the week preceding the meeting, stating name, intent and time requirements. (10-minute limit per participant)*

Gary Gochanour- City Status

**E. APPROVAL OF AGENDA:**

**F. PUBLIC HEARINGS**

*Action on each public hearing will be taken immediately following the close of the hearing*

None

*"This meeting is open to all members of the public under Michigan Open Meetings Act."*

**[www.villageofdexter.org](http://www.villageofdexter.org)**

**G. NON-ARRANGED PARTICIPATION:**

*Non-arranged participation will include those in the audience not listed on the agenda that wish to speak. At the Village President's discretion, members of the audience may be called on to speak at any time. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives*

**H. COMMUNICATIONS :**

None

**I. REPORTS:**

1. Washtenaw County Sheriff Department- Lieutenant Filipiak  
March Report & Introduce Sergeant Gieske

**Page#13-26**

2. Board and Commission Reports

DACC Marketing Director Update- Gordon Darr

Gordon Hall Management Team Update- Donna Fisher

WAVE Ridership Update- Jim Carson

**Page#27-28**

WATS Policy Committee Update- Jim Carson

Scio/Dexter Village 425 Committee Update – Jim Carson

3. Subcommittee Reports

Bridge/Dam Project Update

**Page#29-30**

4. Village Manager Report

**Page#31-32**

5. President's Report

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**J. CONSENT AGENDA**

*Bills & Payroll will be a standing item under consent agenda. Discussion of the Budget and Financial matters will be covered under the Presidents Report as a standing item. Items under consent agenda are considered routine and will be acted upon in one motion. There will be no separate discussion of these items unless a Council Member so requests, and the item will be removed from Consent and added to the regular agenda at the end of New Business.*

1. Consideration of: Bills & Payroll in the amount of: **\$261,613.73**

**Page#33-38**

**K. OLD BUSINESS- Consideration and Discussion of:**

1. Consideration of: RESOLUTION FOR THE PURPOSE OF ESTABLISHING THE VILLAGE'S POSITION ON THE REMAINING CONTRIBUTIONS TO THE DAHS&M PURCHASE OF GORDON HALL

**ACTION POSTPONED UNTIL APRIL 23, 2007**

**Page#39-48**

**L. NEW BUSINESS- Consideration and Discussion of:**

1. Consideration of: State Revolving Fund (SRF) Project Plan  
**Set for Public Hearing June 11, 2007**
2. Consideration of: Recommendation to enter into the Michigan Uniform Video Service Local Franchise Agreement with Comcast  
**Page#49-64**
3. Discussion of: RESOLUTION DECLARING INTENT TO PURSUE CITY STATUS AND INCORPORATE AS THE CITY OF DEXTER  
**Page#65-97**
4. Consideration of: Dexter-Ann Arbor Street Improvement Project, next steps recommendation.  
**Page#99**
5. Discussion of: Amendment of the Conditional Transfer Document or 425 Agreement between the Village and Scio for the High School property to include the Gordon Hall property as an alternative to signing a reimbursement agreement with Scio.  
**Page#101-110**

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**M. COUNCIL COMMENTS**

**N. NON-ARRANGED PARTICIPATION**

*Same as item F. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives.*

**O. ADJOURNMENT:**

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**DEXTER VILLAGE COUNCIL  
REGULAR MEETING  
MONDAY, APRIL 9, 2007**

**AGENDA 4-23-07**  
**ITEM C-1**

**A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

The meeting was called to order at 7:30 by President Seta in the Dexter Senior Center located at 7720 Dexter Ann Arbor Rd. in Dexter, Michigan

**B. ROLL CALL:**

S. Keough    J. Carson  
D. Fisher    P. Cousins  
J. Seta       R. Tell  
J. Semifero absent

**C. APPROVAL OF THE MINUTES**

Minutes of the Regular council meeting of March 26, 2007.

Motion Fisher, support Keough to approve the minutes as amended under pre-arranged participation, John Cay is pro-cityhood and Gary Gochanour is against cityhood.

under non-arranged participation 1. Scio Township has an option to, not a statutory requirement to amend the 425 agreement.

under non-arranged participation 4. non-village residents should be allowed to vote

under non-arranged participation 5. Dick Ulrick represents "pride and honor"

Ayes: Cousins, Fisher, Keough, Tell, Carson, Seta.

Nays: none

Motion carries

**D. PREARRANGED PARTICIPATION**

Mike Donahue of URS- Dam removal/stream restoration update

Joe Schultz of Schultz development- Redevelopment Finlay Property 8040 Forest St. Also Bob Overheiser

**E. APPROVAL OF THE AGENDA**

Motion Cousins, support Carson to approve the agenda as presented.

Ayes: Keough, Tell, Carson, Fisher, Cousins, Seta.

Nays: none

Motion carries

## **F. PUBLIC HEARINGS**

None

## **G. NON-ARRANGED PARTICIPATION:**

1. Mark Ouimet, County Commissioner relates 3 topics.
  - Wireless Washtenaw is moving along nicely.
  - Washtenaw County Committee meeting re: increasing the road commission from 3 to 5 members. May 16<sup>th</sup> at 6:30
  - Presentation of county Budget in Chelsea, would be more than happy to present to Dexter.

## **H. COMMUNICATIONS:**

1. Dexter Twp. Parker Road Extension Resolution.

## **I. REPORTS**

1. Community Development Manager- Allison Bishop
2. Board and commissions reports  
DDA Report- Chairman Dan O'Haver
3. Subcommittee Reports
4. Village Manager Report  
Mrs. Dettling submits her report as per package.
5. President's Report
  - Will be out for next meeting
  - Friday April 13<sup>th</sup>, meeting at U of M Dearborn re: Michigan's economic straits.
  - Washtenaw United Way meeting, April 13<sup>th</sup>.

## **J. CONSENT AGENDA**

1. Consideration of: Bills and Payroll in the amount of \$88,595.00

2. Consideration of: Request from Dexter Lions to hold the "Annual White Cane Sale" on May 4<sup>th</sup> & 5<sup>th</sup>, 2007.

Motion Fisher, support Keough to approve the consent agenda as presented..

Ayes: Tell, Fisher, Carson, Cousins, Keough, Seta.

Nays: None

Motion carries

**K. OLD BUSINESS-Consideration and Discussion of:**

1. Discussion of: RESOLUTION FOR THE PURPOSE OF ESTABLISHING THE VILLAGE'S POSITION ON THE REMAINING CONTRIBUTIONS TO THE DAHS&M PURCHASE OF GORDON HALL.

**Action postponed until April 23, 2007.**

**L. NEW BUSINESS-Consideration of and Discussion of:**

1. Consideration of: The 2007 Agreement between the Dexter Area Chamber of Commerce and Village of Dexter for the period July 1, 2007 through June 30, 2008.

Motion Carson, support Fisher to approve the 2007 Agreement between the Dexter Area Chamber of commerce and the Village of Dexter for the period July 1, 2007 through June 30, 2008.

Ayes: Tell, Carson, Cousins, Keough, Fisher, Seta.

Nays: none

Motion carries

2. Consideration of: Recommendation to adopt proposed 2006/07 Budget amendments..

Motion Fisher, support Keough to adopt the proposed 2006/07 budget amendments.

Ayes: Carson, Cousins, Fisher, Keough, Tell, Seta.

Nays: none

Motion carries

3. Discussion of : Village position on the Main St. Bridge over Mill Creek Phase 2 funding issues presented by WCRC in their letter dated March 23, 2007

4. Consideration of: RESOLUTION ACCEPTING THE 2007-12 CAPITAL IMPROVEMENT PLAN RECOMMENDATION FROM THE PLANNING COMMISSION.

Motion Tell, support Fisher to approve the recommendation from PLANNING COMMISSION regarding the 2007-12 capital improvement plan.

Ayes: Cousins, Fisher, Keough, Tell, Carson, Seta.

Nays: none

Motion carries

5. Consideration of: Recommendation to approve Change order for Public works Building in the amount of \$30,850.00

Motion Cousins, support Keough to approve the change order for Public Works Building in the amount of \$30,850.00

Ayes: Keough, Tell, Carson, Fisher, Cousins, Seta.

Nays: none

Motion carries

6. Consideration of: RESOLUTION REGARDING PERMISSION TO SUBMIT A PLAN FOR THE FINLAY/JEFFORDS REDEVELOPMENT PROJECT USING A PORTION OF VILLAGE PROPERTY.

Motion Tell, support Carson to approve a resolution regarding permission to submit a plan for the Finlay/Jeffords redevelopment project using a portion of Village property.

Ayes: Tell, Fisher, Carson, Cousins, Keough, Seta.

Nays: none

motion carries

7. Consideration of: Request from Tom VanBuhler of QC Corporation for an Industrial Facilities Tax Exemption Certificate.

set for public hearing May 29, 2007.

Motion Tell, support Fisher to set a public hearing regarding Tom VanBuhler's request for an Industrial Facilities Tax Exemption Certificate, May 29, 2007.

Ayes: Tell, Carson, Cousins, Keough, Fisher, Seta.

Nays: none

Motion carries

**M. COUNCIL COMMENTS**

Keough           no  
Fisher           Why was alley blocked, Inverness and Hudson? repairs  
Boyle           no  
Cousins          April 22nd, 2007, Rotary meeting, art, food and wine  
Carson          Guest columnist in Dexter Leader for March 29<sup>th</sup>, lots of response  
                    will be doing a monthly column  
Tell             has DDA seen FINDLAY/Jeffords plan? yes

**N. NON-ARRANGED PARTICIPATION**

Matt LaFontaine of Dexter Chamber, the Saline Column was very good  
Dexter should emulate

**O. ADJOURNMENT**

Motion Fisher, support Cousins to adjourn at 9:52  
Unanimous voice vote

Respectfully submitted,

David F. Boyle  
Clerk, Village of Dexter

Approved for Filing:\_\_\_\_\_

**WORK SESSION  
TUESDAY, APRIL 3, 2007  
7:30 to 9:30 p.m.**

**AGENDA** 4-23-07  
**ITEM** C-2

**THE VILLAGE OF DEXTER  
VILLAGE COUNCIL**

**NatCity Basement, 8123 Main Street**

**2007/08 BUDGET PLANNING WORK SESSION**

1. General Fund 2020 Projections- Tom Traciak
  - Review General Fund Spreadsheet Revenue vs. Expenditures, updated assumptions for revenue to 3% growth through 2011 and 1% growth thereafter. Confirmed 2008 total revenue \$2,385,000 from tax projections made by Treasurer. 2007/08 = \$1,985,000 tax revenue and \$400,000 other revenue. **Copies of spreadsheet attached.**
  - Staff confirmed expenses for base line data for 2007, and Council updated assumptions for future growth.
2. Establish Goals and Objectives for Fiscal Year 2007/08
  - Further refine, add and remove objectives  
**This item was postponed to another Planning Work Session**

**Briefly discussed:**

- Moving the AA Street Improvement Project up to 2008. MDOT Funds secured for this project in 2009. Village can complete the project in 2008 and request reimbursement from MDOT in 2009. Include further discussion of this project on the April 23, 2007 agenda. Update 2005 cost estimate and develop desired design feature i.e. (Mast Arm Signals, DTE Poles-service underground, enhanced Safety Features, etc.). Potential collaboration with DCS if their transportation bond is approved.
- The WCRC position letter and getting a legal opinion if the Road Commission violated the cost share agreement.

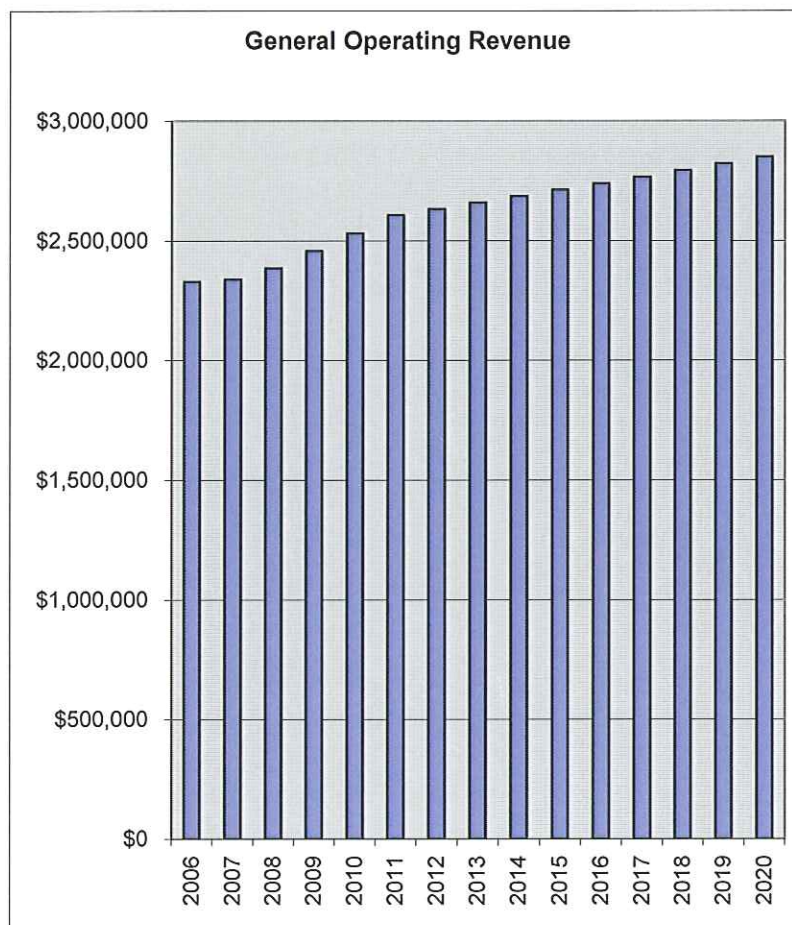
***Next Budget Planning Work Session tentatively scheduled for Monday, April 30, 2007 at 7:00 p.m. at the Senior Center, draft agenda attached.***

**This is a Special Council work session meeting; action will NOT be taken.**

*"This meeting is open to all members of the public under Michigan Open Meetings Act"*

## Potential Village 2020 Condition

Tax/Other Revenue	
General	
<b>2006</b>	\$2,328,814 per 2006 audit
<b>2007</b>	\$2,338,000
<b>2008</b>	\$2,385,000
<b>2009</b>	\$2,456,550
<b>2010</b>	\$2,530,247
<b>2011</b>	\$2,606,154
<b>2012</b>	\$2,632,215
<b>2013</b>	\$2,658,538
<b>2014</b>	\$2,685,123
<b>2015</b>	\$2,711,974
<b>2016</b>	\$2,739,094
<b>2017</b>	\$2,766,485
<b>2018</b>	\$2,794,150
<b>2019</b>	\$2,822,091
<b>2020</b>	\$2,850,312



2007 = Actual Budget Number 2008 projected number using prelim data from Treasurer  
 Revenues do not include Solid Waste Collection Fee  
 Assumes 3% growth per year until 2011, 1% until 2020  
 Does not include potential Tap Fees

Expenditures (Excluding CIP)						
	Police	Fire	TOTAL Public Safety	DPW	All Other GF Expenses	Total GF Exp.
	\$233,383 (Comb. W/ Fire)	\$233,383 (Comb. W/ Pol.)	233,383	\$66,670		
	\$366,864 (Comb. W/ Fire)	\$366,864 (Comb. W/ Pol.)	366,864	\$189,850		
1980	\$269,812	\$73,857	\$343,669	\$135,041		
1985	\$378,259	\$107,468	\$485,727	\$159,933		
1997	330,672	91,523	\$422,195	\$100,536		
1998	\$341,400	\$104,000	\$445,400	\$182,590		
1999	\$346,672	\$185,228	\$531,900	\$111,736		
2000	\$349,704	\$210,501	\$560,205	\$169,756	\$538,888	\$1,268,849
2001	\$315,400	\$254,151	\$569,551	\$112,087	\$749,826	\$1,431,464
2002	\$284,273	\$261,694	\$545,967	\$178,213	\$840,367	\$1,564,547
2003	\$244,000	\$275,000	\$519,000	\$291,903	\$685,860	\$1,496,763
2004	\$329,000	\$328,000	\$657,000	\$200,000	\$787,438	\$1,644,438
2007	\$369,000	\$350,500.00	\$719,500.00	\$184,200	\$1,012,300	\$1,916,000
2008	\$450,000	\$371,530.00	\$821,530.00	\$195,252	\$1,052,792	\$2,069,574
2009	\$495,000	\$393,821.80	\$888,821.80	\$203,062	\$1,094,904	\$2,186,788
2010	\$509,850	\$417,451.11	\$927,301.11	\$211,185	\$1,138,700	\$2,277,185
2011	\$525,146	\$442,498.17	\$967,643.67	\$219,632	\$1,184,248	\$2,371,523
2012	\$540,900	\$469,048.06	\$1,009,947.93	\$228,417	\$1,231,618	\$2,469,983
2013	\$557,127	\$497,190.95	\$1,054,317.81	\$237,554	\$1,280,882	\$2,572,754
2014	\$573,841	\$527,022.41	\$1,100,863.07	\$247,056	\$1,332,118	\$2,680,037
2015	\$591,056	\$558,643.75	\$1,149,699.64	\$256,938	\$1,385,402	\$2,792,040
2016	\$608,788	\$592,162.38	\$1,200,949.94	\$267,216	\$1,440,819	\$2,908,984
2017	\$627,051	\$627,692.12	\$1,254,743.31	\$277,904	\$1,498,451	\$3,031,099
2018	\$645,883	\$665,353.64	\$1,311,216.37	\$289,021	\$1,558,389	\$3,158,626
2019	\$665,239	\$705,274.86	\$1,370,513.47	\$300,581	\$1,620,725	\$3,291,820
2020	\$685,196	\$747,591.36	\$1,432,787.12	\$312,605	\$1,685,554	\$3,430,946

Police Assumptions = 2006 = \$94,000 per deputy + 1/2 of school deputy; 2007 = 6% increase + 10% OT. 2008 = \$450,000 and 3% incremental every year.

Fire Assumptions = 2007 budget and beyond is 6% incremental every year (salary, healthcare, equipment, number of runs)

DPW = Actual Budget for 2007 4% incremental every year beyond 2007.

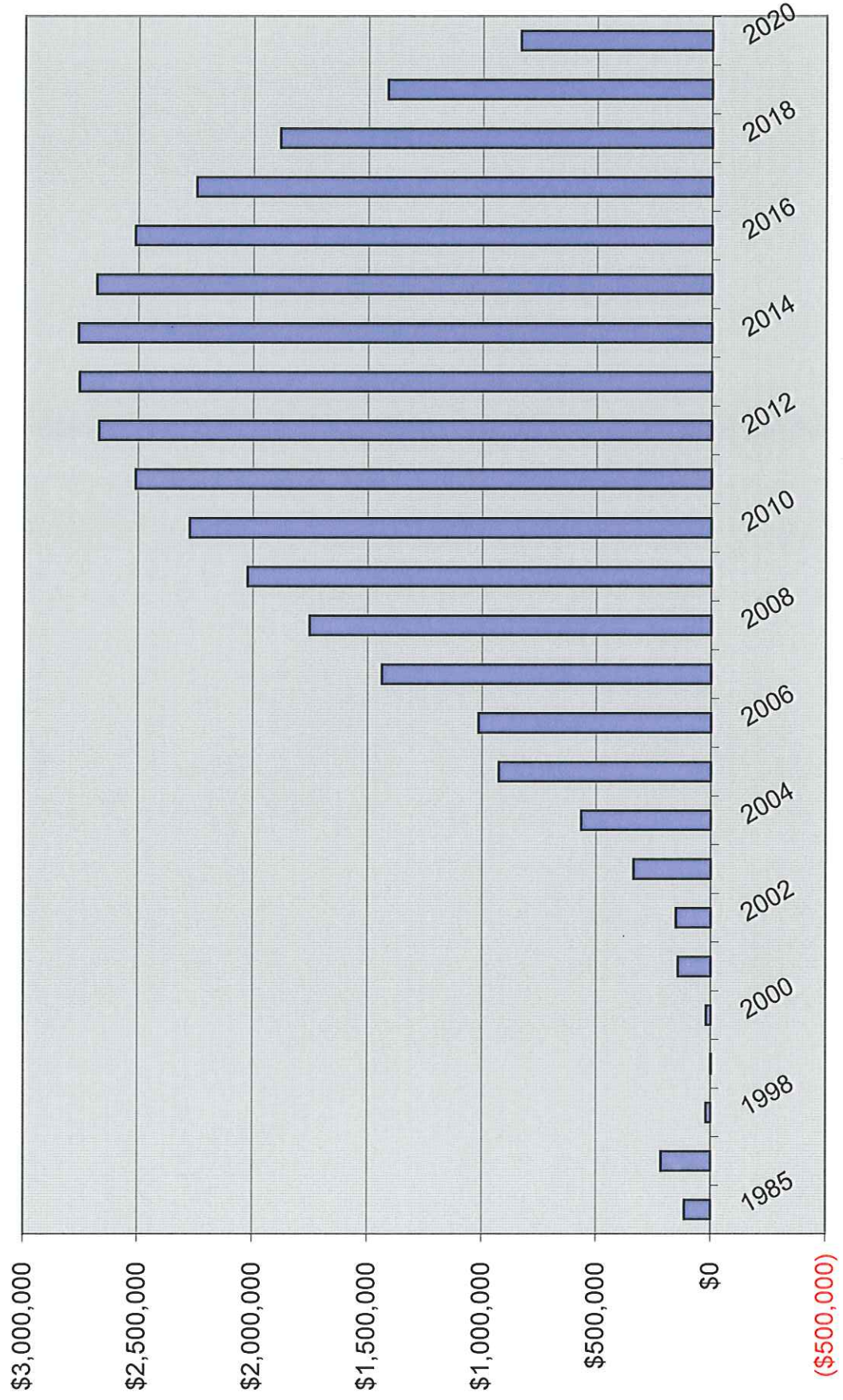
All other GF expenses = Actual Budget 2007 less \$50k bond payment and 4% incremental every year thereafter (salary, healthcare, pension costs, etc)

## Future Potential Budget Analysis

	Surplus / Defecit	Fund Bal
<b>1985</b>		\$114,468
<b>1997</b>		\$215,977
<b>1998</b>		\$20,980
<b>1999</b>		(\$1,827)
<b>2000</b>		\$20,257
<b>2001</b>		\$142,678
<b>2002</b>		\$151,639
<b>2003</b>		\$335,307
<b>2004</b>		\$565,727
<b>2005</b>		\$925,080
<b>2006</b>	\$684,376	\$1,015,884
<b>2007</b>	\$422,000	\$1,437,884
<b>2008</b>	\$315,426	\$1,753,310
<b>2009</b>	\$269,762	\$2,023,072
<b>2010</b>	\$253,061	\$2,276,133
<b>2011</b>	\$234,630	\$2,510,764
<b>2012</b>	\$162,233	\$2,672,996
<b>2013</b>	\$85,783	\$2,758,780
<b>2014</b>	\$5,086	\$2,763,866
<b>2015</b>	(\$80,066)	\$2,683,800
<b>2016</b>	(\$169,890)	\$2,513,909
<b>2017</b>	(\$264,614)	\$2,249,295
<b>2018</b>	(\$364,477)	\$1,884,819
<b>2019</b>	(\$469,729)	\$1,415,090
<b>2020</b>	(\$580,634)	\$834,456

CIP ITEMS ARE NOT INCLUDED.

# Fund Balance without CIP



**BUDGET PLANNING WORK SESSION**  
**MONDAY, APRIL 30, 2007**  
**7:00 p.m.**

**THE VILLAGE OF DEXTER**  
**VILLAGE COUNCIL**

**Dexter Senior Center- 7720 Dexter Ann Arbor Road**

**2007/08 BUDGET PLANNING WORK SESSION**

1. Establish Goals and Objectives for Fiscal Year 2007/08
  - Further refine, add and remove objectives.
2. Review proposed Water and Sewer Budgets
3. Review proposed Major and Local Street Budgets??

This is a Special Council work session meeting; action will NOT be taken.

*"This meeting is open to all members of the public under Michigan Open Meetings Act"*



AGENDA 4-23-07  
WASHTENAW COUNTY I-1  
OFFICE OF THE SHERIFF



2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL [sheriff@ewashtenaw.org](mailto:sheriff@ewashtenaw.org)  
DANIEL J. MINZEY SHERIFF HERBERT F. MAHONY UNDERSHERIFF

April 17, 2007

Mrs. Donna Dettling  
Dexter Village Manager  
8140 Main Street  
Dexter, Michigan 48130

Dear Mrs. Dettling:

The following data summarizes the law enforcement activities conducted in Dexter Village during the month of March 2007.

I ask that you review and accept this report at your next Board Meeting. If you have any questions or require any additional information, please contact Sergeant Beth Gieske (734) 424-0587 or me at (734) 994-8109.

Thank you.

Sincerely,

*Brian Filipiak*

Brian Filipiak  
Lieutenant

— MISSION —

To provide our community with a solution driven approach to public safety, built upon a proud history of professionalism and mutual respect.

**Washtenaw County Sheriff's Office  
2007 PSU Summary  
West Operations**

**Contracting Unit:** Dexter Village  
**Contracted PSU:** 3  
**Contract PSU Hours:** 5,400

<u>Month</u>	<u>Hours Provided</u>	<u>Monthly Goal</u>	<u>Hours (Short)/Over</u>
January	482.57	450.00	32.57
February	501.41	450.00	51.41
March	540.32	450.00	90.32
April	0.00	450.00	-
May	0.00	450.00	-
June	0.00	450.00	-
July	0.00	450.00	-
August	0.00	450.00	-
September	0.00	450.00	-
October	0.00	450.00	-
November	0.00	450.00	-
December	<u>0.00</u>	<u>450.00</u>	<u>-</u>
<b>Annual Total</b>	<b>1,524.30</b>	<b>5,400.00</b>	<b>174.30</b>

## Washtenaw Count Office of the Sheriff

### Law Enforcement Activity Report

**Contract Area:**  
Dexter Village

**Start Date:**  
3/1/2007

**End Date:**  
3/31/2007

<b>Activity Type</b>	<b>Time (minutes)</b>	
Administrative Duty	1310	21.83
Briefing	2170	36.16
Court (Regular Time)	365	6.083
Court (Overtime)	120	2
Community Relations	2975	49.58
Follow-Up	6240	104
Out of Service	0	0
Proactive Patrol	9725	162.0
Special Detail	5	8.333
Selective Enforcement	2755	45.91
Self-Initiated Activity	2100	35
Service Requests	3860	64.33
Traffic Stop	795	13.25
<b>Total Time: All Activities</b>	<b>32420</b>	<b>540.333</b>

# Washtenaw Count Office of the Sheriff

## Law Enforcement Activity Report

### Year to Date Totals

**Contract Area:**  
Dexter Village

**Start Date:**  
1/1/2007

**End Date:**  
3/31/2007

Activity Type		Time (minutes)
Administrative Duty	4055	67.58
Briefing	6704	111.7
Court (Regular Time)	465	7.75
Court (Overtime)	480	8
Community Relations	8900	148.3
Follow-Up	15760	262.6
Out of Service	0	0
Proactive Patrol	30545	509.0
Special Detail	70	1.166
Selective Enforcement	7585	126.4
Self-Initiated Activity	5095	84.91
Service Requests	9955	165.9
Training	160	2.666
Traffic Stop	1685	28.08
<b>Total Time: All Activities</b>	<b>91459</b>	<b>1524.31</b>

## Washtenaw County Office of the Sheriff

**Start Date:** 3/1/2007

**End Date:** 3/31/2007

<b>Area:</b>	<b>#</b>
039     Dexter Village Citations Issued	42

# Washtenaw County Office of the Sheriff

## Law Enforcement Activity Report

March 2007

**Contract Area:** Dexter Village

Incident Type/Description	Incident Count
P Property Check	3
T Traffic Stop	1
BOL BOL	3
1302 ASSAULT-FELONIOUS (DOMMESTIC USE 1305)	1
1303 THREATS/STALKING/ETHNIC INTIMIDATION	2
1304 ASSAULT/DOMESTIC-MISDEMEANOR	1
2200 BURGLARY	1
2299 B&E TO AUTOMOBILE	1
2300 LARCENY (RETAIL FRAUD USE 3000)	1
2305 Larceny from Auto	7
2600 FRAUDULENT ACTIVITIES	2
2900 MDOP/DAMAGE TO PROPERTY/VANDALISM	2
3890 JUVENILE INCORRIGIBILITY/TRUANCY	1
5000 WARRANT ARREST/OBSTRUCTING JUSTICE	1
5213 SHOTS FIRED-CARELESS USE OF FIREARM	1
5311 DISORDERLY CONDUCT	3
5401 HIT & RUN CRASH (PUBLIC AND PRIVATE)	2
5402 OUIL / OUID	1
5500 HEALTH & SAFETY	1
5720 TRESPASS NOTICE SERVED	1
9001 ASSIST OTHER AGENCY-OUTSIDE ASSIGND AREA	6
9301 TRAFFIC CRASH	9
9302 PRIVATE PROPERTY TRAFFIC CRASH	1
9303 TRAFFIC VIOLATIONS-HAZ OPS, IMPOUNDS, ETC	1

# **Washtenaw County Office of the Sheriff**

## **Law Enforcement Activity Report**

March 2007

**Contract Area:** Dexter Village

<b>Incident Type/Description</b>		<b>Incident Count</b>
9304	ABANDON VEH, HAZARDS, ILLEGAL PARKING	1
9306	TRAFFIC DIRECTION/CONTROL	1
9402	ALARM-BURGLARY	10
9501	FIRE-ACCIDENTAL (HOUSE/UNATT CAR/OTHER)	1
9505	MEDICAL ASSIST-AMBULANCE REQUEST	8
9804	CIVIL (LEGAL) PROBLEM (NOT DOMESTIC, ETC)	1
9806	FAMILY TROUBLE-NO CRIMINAL OFFENSE	3
9807	SUSPICIOUS SITUATIONS (CAR, PERSON, ETC)	16
9808	LOST & FOUND PROPERTY	3
9902	Civil Standby	1
9908	GENERAL ASSISTANCE	8
<b>Total</b>		<b>106</b>

# Washtenaw County Office of the Sheriff

## Law Enforcement Activity Report

March 2006

**Contract Area:** Dexter Village

Incident Type/Description	Incident Count
BOL BOL	1
1100 CSC/CRIMINAL SEXUAL CONDUCT-RAPE	1
1301 ASSAULT AND BATTERY (DOM ASSAULT=1304)	1
1303 THREATS/STALKING/ETHNIC INTIMIDATION	1
1304 ASSAULT/DOMESTIC-MISDEMEANOR	1
2210 BURGLARY-ATTEMPT	1
2300 LARCENY (RETAIL FRAUD USE 3000)	11
2305 Larceny from Auto	1
2600 FRAUDULENT ACTIVITIES	1
2900 MDOP/DAMAGE TO PROPERTY/VANDALISM	2
3500 DRUGS/VIOLATION OF PUBLIC HEALTH CODE	2
3800 CHILD/FAMILY ABUSE OR NEGLECT	1
3890 JUVENILE INCORRIGIBILITY/TRUANCY	3
5311 DISORDERLY CONDUCT	1
5401 HIT & RUN CRASH (PUBLIC AND PRIVATE)	2
5402 OUIL / OUID	2
5403 TRAFFIC VIOLATION ARREST (EXCEPT OUIL)	1
5720 TRESPASS NOTICE SERVED	1
7000 RUNAWAY/MISSING JUVENILE (AGE 11-16)	2
9000 ASSIST OTHER AGENCY-IN ASSIGNED AREA	1
9001 ASSIST OTHER AGENCY-OUTSIDE ASSIGND AREA	5
9301 TRAFFIC CRASH	5
9302 PRIVATE PROPERTY TRAFFIC CRASH	1
9303 TRAFFIC VIOLATIONS-HAZ OPS, IMPOUNDS, ETC	2
9402 ALARM-BURGLARY	5
9406 Alarm-AUDIBLE	1
9501 FIRE-ACCIDENTAL (HOUSE/UNATT CAR/OTHER)	1
9505 MEDICAL ASSIST-AMBULANCE REQUEST	5
9806 FAMILY TROUBLE-NO CRIMINAL OFFENSE	1
9807 SUSPICIOUS SITUATIONS (CAR, PERSON, ETC)	11
9808 LOST & FOUND PROPERTY	3

# **Washtenaw County Office of the Sheriff Law Enforcement Activity Report**

March 2006

**Contract Area:** Dexter Village

<b>Incident Type/Description</b>		<b>Incident Count</b>
9905	911 HANG UP CALL	3
9908	GENERAL ASSISTANCE	5
		85

**Washtenaw County Office of the Sheriff**  
**Law Enforcement Activity Report**  
Year-to-Date Incidents

Contract      Dexter Village		# Incidents		
Incident		<u>2007</u>	<u>2006</u>	<u>2005</u>
A	Motorist Assist	0	0	0
P	Property Check	4	0	0
T	Traffic Stop	1	0	0
BOL	BOL	6	2	0
0909	DEATH INVESTIGATION	0	1	0
1002	KIDNAPPING-PARENTAL	0	0	0
1003	LURING-ATTEMPT CHILD LURING	0	0	0
1100	CSC/CRIMINAL SEXUAL CONDUCT-RAPE	0	2	0
1206	ROBBERY-UNARMED	2	0	0
1301	ASSAULT AND BATTERY (DOM ASSAULT=1304)	0	4	1
1302	ASSAULT-FELONIOUS (DOMESTIC USE 1305)	1	0	0
1303	THREATS/STALKING/ETHNIC INTIMIDATION	4	5	5
1304	ASSAULT/DOMESTIC-MISDEMEANOR	4	2	1
1305	ASSAULT/DOMESTIC-FELONIOUS/AGGRAVATED	0	0	0
1380	TX HARASSMENT/THREATS (OBSCENE USE 5372)	1	0	1
2000	ARSON	0	0	0
2200	BURGLARY	2	1	1
2210	BURGLARY-ATTEMPT	0	1	0
2298	ILLEGAL ENTRY-ENTRY WITHOUT PERMISSION	0	1	1
2299	B&E TO AUTOMOBILE	3	5	1
2300	LARCENY (RETAIL FRAUD USE 3000)	4	18	13
2302	PURSE SNATCHING WITHOUT EXCESSIVE FORCE	0	0	0
2305	Larceny from Auto	8	3	6
2379	LARCENY OF GAS-SELF SERVE	0	1	3
2401	UDAA/MOTOR VEHICLE THEFT	0	0	4
2402	UDAA Recovered-Motor Vehicle	1	0	0
2405	FAIL TO RETURN RENTED/BORROWED VEHICLE	0	0	0
2411	TAKEN WITHOUT PERMISSION/JOY RIDING	0	0	0
2500	FORGERY/COUNTERFEITING	0	0	1
2600	FRAUDULENT ACTIVITIES	4	4	3
2700	EMBEZZLEMENT	0	1	1
2800	STOLEN PROPERTY-RECEIVING/POSSESSION/ETC	0	0	0

**Washtenaw County Office of the Sheriff**  
**Law Enforcement Activity Report**  
Year-to-Date Incidents

Contract      Dexter Village		<u># Incidents</u>		
Incident		<u>2007</u>	<u>2006</u>	<u>2005</u>
2900	MDOP/DAMAGE TO PROPERTY/VANDALISM	5	3	7
3000	RETAIL FRAUD-INCLUDES SHOPLIFT/BEER RUN	1	2	0
3500	DRUGS/VIOLATION OF PUBLIC HEALTH CODE	1	4	0
3550	DRUG PARAPHERNALIA POSSESSION	0	0	0
3600	SEX OFFENSES/GROSS INDECENCY	0	0	0
3605	INDECENT EXPOSURE	0	0	0
3611	PEEPING TOM/WINDOW PEEPING	0	0	0
3800	CHILD/FAMILY ABUSE OR NEGLECT	0	2	0
3890	JUVENILE INCORRIGIBILITY/TRUANCY	4	6	5
4000	PROSTITUTION-COMMERCIALIZED SEX	0	0	0
4100	LIQUOR LAW VIOLATIONS	0	0	0
4104	MINOR IN POSSESSION OF ALCOHOL IN A VEH	0	0	0
4105	MINOR IN POSSESSION OF ALCOHOL-CIVIL INF	0	0	0
4111	LIQUOR INSPECTION FOR LCC LICENSE	1	1	0
4200	DRUNKENESS (USE 5311 IF DISORDERLY)	1	0	0
4800	OBSTRUCTING POLICE	0	0	0
4850	FLEEING AND ELUDING POLICE OFFICER	0	0	0
5000	WARRANT ARREST/OBSTRUCTING JUSTICE	8	0	2
5020	VIOLATION OF COURT ORDERS EXCEPT PPO	0	0	2
5030	PPO-PERSONAL PROTECTION ORDERS	1	0	0
5201	CCW-CARRYING CONCEALED WEAPONS	1	0	0
5202	BOMBS/EXPLOSIVES	0	0	0
5203	WEAPONS OFFENSES - OTHER	1	0	0
5213	SHOTS FIRED-CARELESS USE OF FIREARM	1	0	2
5215	BOMB/ARSON THREAT	0	0	0
5282	FIREWORKS USE/POSSESSION/SALE	0	0	0
5300	NOISE COMPLAINT/PUBLIC PEACE	2	1	1
5309	TX-Harassing Calls-Hang Ups, Prank, Etc	0	0	1
5311	DISORDERLY CONDUCT	10	3	3
5372	OBSCENE TELEPHONE CALLS	0	0	0
5401	HIT & RUN CRASH (PUBLIC AND PRIVATE)	6	4	8
5402	OUIL / OUID	1	2	1

**Washtenaw County Office of the Sheriff**  
**Law Enforcement Activity Report**  
Year-to-Date Incidents

Contract      Dexter Village		<u># Incidents</u>		
Incident		<u>2007</u>	<u>2006</u>	<u>2005</u>
5403	TRAFFIC VIOLATION ARREST (EXCEPT OUIL)	0	1	0
5500	HEALTH & SAFETY	3	1	1
5560	ANIMAL BITES	0	0	0
5561	ANIMALS AT LARGE & CONFINED ANIMALS	4	1	9
5563	ANIMAL PROBLEMS (MISC), BARKING DOGS, ETC	1	0	2
5564	ANIMAL-IMPOUNDED DOG	1	0	3
5586	ANIMAL CRUELTY	0	0	0
5593	TOBACCO PRODUCT VIOLATIONS	0	0	0
5600	CIVIL RIGHTS VIOLATIONS	0	0	0
5700	TRESPASSING/INVASION OF PRIVACY	1	0	0
5720	TRESPASS NOTICE SERVED	6	1	0
6200	HUNTING & CONSERVATION VIOLATIONS	1	2	1
6274	LITTERING	0	0	0
6276	SNOWMOBILE VIOLATIONS	0	0	1
6277	OFF ROAD VEHICLE VIOLATIONS	0	0	0
6300	VAGRANCY-LOITERING	0	0	0
7000	RUNAWAY/MISSING JUVENILE (AGE 11-16)	2	2	0
7001	RUNAWAY-RECOVERED FM OTHER	0	0	0
7002	MISSING CHILD (AGE 10 AND UNDER)	1	0	0
7300	MISCELLANEOUS CRIMINAL OFFENSES	0	0	0
7500	SOLICITATION (PROSTITUTION USE 4000)	0	0	2
8909	COMMERCIAL VEHICLE VIOLATIONS	0	0	0
9000	ASSIST OTHER AGENCY-IN ASSIGNED AREA	0	1	0
9001	ASSIST OTHER AGENCY-OUTSIDE ASSIGND AREA	14	13	8
9005	PBT Test Given (Not Incident to Arrest)	1	0	0
9204	MENTAL HEALTH PROBLEMS	2	1	1
9301	TRAFFIC CRASH	16	12	26
9302	PRIVATE PROPERTY TRAFFIC CRASH	2	1	3
9303	TRAFFIC VIOLATIONS-HAZ OPS, IMPOUNDS, ETC	2	2	0
9304	ABANDON VEH, HAZARDS, ILLEGAL PARKING	3	3	6
9305	TRAFFIC HAZARD (NON-VEHICLE)	1	0	0
9306	TRAFFIC DIRECTION/CONTROL	1	0	2

**Washtenaw County Office of the Sheriff**  
**Law Enforcement Activity Report**  
Year-to-Date Incidents

Contract      Dexter Village		# Incidents		
Incident		<u>2007</u>	<u>2006</u>	<u>2005</u>
9307	INSPECTION-MOTOR VEHICLE	0	0	1
9309	CAR ASSIST/CAR IN DITCH-NO DAMAGE	0	0	0
9313	Traffic Control Device Problem	0	0	1
9314	Private Property Impound	1	0	2
9401	ALARM-ARMED ROBBERY	0	0	2
9402	ALARM-BURGLARY	34	28	27
9403	ALARM-PANIC	0	0	0
9404	ALARM-FIRE	0	0	1
9406	Alarm-AUDIBLE	0	2	0
9501	FIRE-ACCIDENTAL (HOUSE/UNATT CAR/OTHER)	3	2	1
9504	HAZARDOUS MATERIAL CONDITION	0	0	0
9505	MEDICAL ASSIST-AMBULANCE REQUEST	19	14	12
9706	ACCIDENT-ALL OTHER	0	0	0
9708	ACCIDENTAL DAMAGE TO PROPERTY	0	0	0
9801	MARINE COMPLAINTS (ACCIDENT USE 9704/5)	0	0	0
9803	PROPERTY CHECK/DIRECTED PATROL/VAC	1	1	1
9804	CIVIL (LEGAL) PROBLEM (NOT DOMESTIC, ETC)	1	2	2
9805	NEIGHBOR TROUBLE-NO CRIMINAL OFFENSE	1	0	2
9806	FAMILY TROUBLE-NO CRIMINAL OFFENSE	8	7	3
9807	SUSPICIOUS SITUATIONS (CAR, PERSON, ETC)	30	16	19
9808	LOST & FOUND PROPERTY	4	4	6
9809	OVERDOSE (ACCIDENTAL-DRUG) WITHOUT	0	0	0
9810	REPOSSESSION OF VEHICLE	0	0	0
9902	Civil Standby	2	0	1
9903	MISSING PERSON (age 17 and older)	0	0	0
9905	911 HANG UP CALL	9	5	7
9908	GENERAL ASSISTANCE	15	12	5
9909	OTHER NON-CRIMINAL & UNKNOWN INCIDENTS	0	0	0
9915	DEXTER VILLAGE ORDINANCE COMPLAINTS	0	0	1
<b>Totals</b>		<b>279</b>	<b>213</b>	<b>233</b>

# DEXTER VILLAGE

## Summary of Police Services

### Mar-2007

#### MAJOR INCIDENTS

Date	Location	Incident	Deputy
3/5/2007	Dexter Ann Arbor/Dan Hoey	Drunk Driving Arrest	DeZwaan
3/8/2007	Hudson/Third	Fugitive Warrant Arrest	Hause
3/10/2007	7200 Block Ulrich Street	Larceny from Unlocked Vehicle	Pasternak
3/10/2007	3600 Block Ryan Drive	Larceny from Unlocked Vehicle	Pasternak
3/10/2007	3600 Block North Wilson Court	Larceny from Unlocked Vehicle	Pasternak
3/10/2007	7000 Block Wilson Street	Larceny from Unlocked Vehicle	Pasternak
3/10/2007	7000 Block Ulrich Street	Larceny from Unlocked Vehicle	Pasternak
3/10/2007	6900 Block Wellington Drive	Larceny from Unlocked Vehicle	Pasternak
3/10/2007	7200 Block Ulrich Street	Larceny from Unlocked Vehicle	Pasternak
3/10/2007	3600 Block North Wilson Court	Larceny from Unlocked Vehicle	Pasternak
3/11/2007	7700 Block Second Street	Damage to Building	Hause
3/12/2007	7200 Block Quackenbush	Domestic Assault Investigation	DeZwaan
3/14/2007	3600 Block Carrington Drive	Identity Theft	Mesko
3/15/2007	8200 Block Huron	Garage Building Burglarized--nothing taken	Hause

#### CITATIONS

January	32
February	20
March	42
April	
May	
June	
July	
August	
September	
October	
November	
December	

#### INCIDENTS

	Crashes	B&E Alarms	Larceny Auto	B&E	Assaults	Drunk Driving
Jan	2	15	3	0	2	0
Feb	5	9	0	1	1	0
Mar	9	10	8	1	1	1
Apr						
May						
Jun						
Jul						
Aug						
Sep						
Oct						
Nov						
Dec						

#### HOURS

	Contract Hours	Actual Hours	Monthly Difference	YTD Hours	YTD Difference
January	450	482.57	32.57	482.57	32.57
February	450	501.41	51.41	983.98	83.98
March	450	540.32	90.32	1524.3	174.3
April	450				
May	450				
June	450				
July	450				
August	450				
September	450				
October	450				
November	450				
December	450				

#### TOTAL INCIDENTS

	2007	2006
Jan	95	60
Feb	78	68
Mar	106	85
Apr		98
May		95
Jun		117
Jul		126
Aug		113
Sep		87
Oct		99
Nov		79
Dec		111
<b>TOTAL</b>		<b>1124</b>

Western-Washtenaw Area Value Express  
Dexter Door-to-Door Statistics  
Program #4  
October 2006 - September 2007

AGENDA 4-23-07

I-2

TOTALS										TOTALS	
Month	Regular	Elderly	Disabled & W/C Disabled	Elderly & Disabled	Regular	Elderly	Disabled & W/C Disabled	Elderly & Disabled			
October	0	32	9	0	41	35	84	235	13	367	
November	0	19	16	0	35	53	92	237	0	382	
December	0	20	9	0	29	34	80	145	0	259	
January	0	21	2	0	23	7	45	275	0	327	
February	0	16	0	0	16	31	54	269	0	354	
March	0	30	0	0	30	53	121	295	0	469	
April					0					0	
May					0					0	
June					0					0	
July					0					0	
August					0					0	
September					0					0	
Total Specialized Services (Medical)					174	Total All Other Services					2158

Total Regular		Total Elderly	Total Elderly & Disabled	Total Elderly & Disabled
0		138	36	0

Total Regular		Total Elderly	Total Elderly & Disabled	Total Elderly & Disabled
213		476	1456	13

## October 2006 - September 2007

[illegible]

Per your voicemail, attached are notes from the recent conference with MDEQ. In brief, they are comfortable with our design once we have provided some additional details. We will now prepare the permit application and forward it to the Land and Water Division for review and approval. I am on travel today but will call soon to discuss.

Michael J. Donahue, Ph.D.  
Vice President,  
Water Resources and  
Environmental Services

**AGENDA** 4-23-07  
**ITEM** I-3

URS Corporation  
34555 West Twelve Mile Road  
Farmington Hills, MI 48331-5627

Tel: 248.553.9449  
Dir: 248.994.7431  
Fax: 248.553.9571  
Cell: 734.646.4638

[michael\\_donahue@urscorp.com](mailto:michael_donahue@urscorp.com)

-----Forwarded by Michael Donahue/FarmingtonHills/URSCorp on 04/16/2007 10:12AM -----

To: <Michael\_Donahue@URSCorp.com>  
From: "Daniel Rockafellow" <ROCKAFED@michigan.gov>  
Date: 04/13/2007 10:26AM  
cc: "Eric Alexander" <ALEXANDE@michigan.gov>, "Gerald Fulcher" <FULCHERG@michigan.gov>, "Ralph Reznick" <REZNICKR@michigan.gov>  
Subject: 4-10-07 Confr call Notes

Mr. Donahue,  
Attached is a rough draft of the notes I took during our confr call on 4-10-07.

Please incorporate portions into any notes that you may have from the meeting.

Have a good weekend.

Dan Rockafellow  
Aquatic Biologist  
DEQ, Water Bureau, SWAS  
[rockafed@michigan.gov](mailto:rockafed@michigan.gov)  
Phone 517-335-4191  
Fax 517-373-9958

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4/16/2007

Conference Call Summary for Dexter Dam  
April 10, 2007

The following is a brief summary of notes taken by Dan Rockafellow for the Water Bureau (WB) during the above mentioned conference call.

- URS utilized the Piedmont regional curve from Pennsylvania, along with gauge data from Mill Creek and aerial photos of Mill Creek upstream from the impounded area to develop the preliminary design specifications.
- The proposed design does not account for the North Fork of Mill Creek entering the impoundment. Final design should account for this tributary.
- The design specifications were a conceptual design to foster a conversation with the MDEQ and can be altered for a final design.
- No field measurements were conducted on Mill Creek in the development of the design.
- URS is proposing to use spoils from the dam structure to stabilize the stream banks post dam removal. The concrete debris will be mechanically pushed into the banks to help stabilize them.
- URS has indicated that the cross veins will aid in stream bank stabilization. The cross veins will need to have deep footers that tie the structure into firm, stable material.
- The purpose of the cross veins are to raise the elevation of the stream bed to limit the amount of sediment that requires removal from the impoundment and/or stream channel.
- Two double throated cross veins are proposed. Additional cross veins are not proposed due to the limited mobility of heavy equipment within the previously impounded area and the additional expense that would be associated with additional structures.
- The cross veins will be keyed into the stream banks approximately 15-20 feet along with geo-textile fabric to prevent cutting by the stream around, under or through the structures.
- The bed of the stream will be raised to minimize the amount of sediment to be removed.
- The apron of the dam, under the bridge will remain in place to act as a grade control structure.
- Large woody debris may be buried between the cross veins to provide aquatic habitat.
- Dexter is currently doing a storm sewer study. The storm water will need to be accounted for during dam removal so that it doesn't cause erosion issues.

The MDEQ, Water Bureau (WB) requested a copy of the regional reference curve from Pennsylvania that was used to develop the design specifications for the dam removal and stream restoration project being planned for the Dexter Impoundment on Mill Creek.

The WB also requested further information on previous projects that utilized the double throated cross veins to raise stream bed elevations. The WB also requested further information, including a detailed view of the cross veins that are to be installed. The detailed view should include the depth of footers that will be established along with specific information regarding how far the structures will be keyed into the stream bank.

Completed  
November →  
2004

## VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092  
MEMO

Phone (734)426-8303 Fax (734)426-5614

To: President Seta and Council Members  
From: Donna Dettling, Village Manager  
Date: April 23, 2007  
Re: VM Report

1. Meeting Review:
  - April 12<sup>th</sup> – Rotary Meeting City Status
  - April 17<sup>th</sup> – Dan Whalen – 5<sup>th</sup> Well Site visit
  - April 19<sup>th</sup> – WCRC Bridge Project Phase 1 & 2 update
  - April 20<sup>th</sup> - OHM and J&H Sewer Improvement
2. 2007-08 Budget Work Session. Another work session has been tentatively scheduled for Monday, April 30, 2007 at 7:00 p.m. to review goals and objectives and begin the review of proposed Budget Documents for 2007/08.
3. WC BOC Hearing. Reminder the Washtenaw County BOC will hold a public hearing on Wednesday, May 16<sup>th</sup> at 6:30 p.m. to hear comments regarding increasing the Road Commission from 3 to 5 members.
4. Webster Twp Utility Report Follow-up. Attached is an email from Neil Gerl of the Loch Alpine Sewer Authority addressing our questions about the report.

## **Superintendent of Utilities**

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**From:** "Neil Gerl" <Neilgerl@umich.edu>  
**To:** "Dexter Utilities" <dexterutilities@provide.net>  
**Cc:** "Dan -- Magnum Geyer" <Dan.Geyer@earthlink.net>  
**Sent:** Saturday, April 07, 2007 10:59 AM  
**Subject:** Re: from Andrea at Dexter

Sorry I could not respond till now. LASA is in the final negotiations with MDEQ to obtain a SRF loan/ grant. John Kingsley, the Webster Supervisor, is out of the area until 15 April and he needs more info from you before we are ready to respond. Can you tell me more about the Dexter interest?

LASA is not currently planning on expansion. We are always interested in regional solutions to comply with any new requirements that may be generated by a new TMDL. Our current plans include a new "headworks", a surge tank to deal with storm water intrusion, and sewer pipe lining. Neil

On Apr 2, 2007, at 12:06 PM, Dexter Utilities wrote:

Hi Neil and Dan,

Donna was asking us about the LASA lift station mentioned in the Webster Twp. Municipal Services report that just came out. Donna would like to know your expansion plans, and if they still include us.

Andrea

AGENDA 4-23-07

ITEM J-1

**SUMMARY OF BILLS AND PAYROLL**

**23-Apr-07**

Payroll Check Register	04/11/07	\$39,884.19	Bi-weekly payroll processing
		\$39,884.19	GROSS PAYROLL TOTAL
Account Payable Check Register	04/24/07	\$221,729.54	
		\$261,613.73	TOTAL BILLS & PAYROLL EXPENDED ALL FUNDS

Summary Items from Bills & Payroll	Amount	Comments
------------------------------------	--------	----------

**ALL PAYABLES ARE WITHIN ACCEPTABLE BUDGET LIMITS  
DETAIL VENDOR LIST AND ACCOUNT SUMMARY PROVIDED**

*"This is the summary report that will be provided with each packet. Approval of the total bills and payroll expended, all funds will be necessary."*

## VENDOR APPROVAL SUMMARY REPORT

Date: 04/19/2007

Time: 11:31am

Page: 1

Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
A.R. BROUWER	A.R. BROUW	DPW BUILDING	85,604.00	0.00
ALEXANDER CHEMICAL CORPORATION	ALEXANDER	CREDIT	720.00	0.00
AMSTERDAM PRINTING & LITHO	AMSTERDAM	ENVELOPES	121.57	0.00
ANN ARBOR LANDSCAPING INC.	AA LANDSCA	TREE PROGRAM	12,400.00	0.00
ARBOR MITCHELL CORP	ARBOR MITC	WWTP	33.40	0.00
AT&T	AT&T	734 426 1425 234 0	4.39	0.00
BELL EQUIPMENT COMPANY	BELL EQUIP	RUNNER MODIFIED	691.83	0.00
BEST BLOCK COMPANY	BEST BLOCK	STONE, PEBBLES	107.00	0.00
BLUE CARE NETWORK OF MICHIGAN	BLUE CARE	COVERAGE 05/01/07-05/31/07	12,545.09	0.00
JEFFERY BURSTEIN DDS	BURSTEIN	PATIENT: MARIE SHERRY	824.25	0.00
CANNON EQUIPMENT	CANNON EQU	MISC PAINT	44.89	0.00
CARDINAL GARDENS	CARDINAL	GENERAL GROUND WORK	300.00	0.00
CHAMPION WATER TREATMENT	CHAMPION W	VILLAGE OFFICE	42.50	0.00
CINTAS CORPORATION	CINTAS	VILLAGE OFFICE	619.48	0.00
COMCAST	COMCAST	DPW	95.00	0.00
CORRIGAN OIL COMPANY	CORRIGAN O	DIESEL	2,425.09	0.00
DENTAL NETWORK OF AMERICA	DENTAL NET	COVERAGE 05/01/07-05/31/07	233.40	0.00
DEXTER MILL	DEX MILL	LITTER SCOOP	15.31	0.00
DYKEMA GOSSETT PLLC	DYKEMA	SERVICE FEES	3,771.29	0.00
GADALETO, RAMSBY & ASSOCIATES	FORT DEARB	05/01/07-06/01/07	200.00	0.00
GRAPHIC CONTROLS	GRAPHIC CO	HONEYWELL	104.80	0.00
HACH COMPANY	HACH CO	BUFFER PILLOWS	322.60	0.00
HERITAGE NEWSPAPERS	HERITAGE N	RENEWAL	60.00	0.00
LASALLE BANK N.A	GLOBAL SEC	GENERAL BOND	35,991.25	0.00
MADISON ELECTRIC	MADISON EL	ADVR140TPI	28.16	0.00
MICHIGAN DEPT OF ENVIRONMENTAL	MI DEQ	433136	154.00	0.00
MIDWESTERN CONSULTING	MIDWEST	TREE INVENTORY	281.05	0.00
NEXTEL COMMUNICATIONS	NEXTEL COM	CELLULAR SERVICE	464.78	0.00
NORTH CENTRAL LABORATORIES	NORTH CENT	CHEMICALS	232.08	0.00
OFFICE DEPOT CREDIT PLAN	OFFICE DEP	SUPPLIES	227.52	0.00
RADTKE TRUCKING, LLC	ROY R	TOP SOIL	225.00	0.00
RONALD A. MEYER ELECTRIC, INC.	RON MEYER	LIGHTING REPAIRS	1,450.00	0.00
SERVICE SPECIALISTS OF AMERICA	SERV SPEC	LABOR	308.90	0.00
STAPLES BUSINESS ADVANTAGE	STAPLES OF	OFFICE SUPPLIES	101.28	0.00
TRIMATRIX LABORATORIES	TRIM	ANALYTICAL SERVICES	130.00	0.00
VARNUM, RIDDERING, SCHMIDT	VARNUM, RI	matter # 089084	20.70	0.00
WASHTENAW COUNTY TREASURER	W CTY TREA	LAW ENFORCEMENT	26,910.82	0.00
WASTE MANAGEMENT	WASTE MANA	COMMERCIAL SERVICE	32,501.78	0.00
WESERN WASH. AREA VALUE EXP.	WAVE	PUBLIC TRANSPORTATION	1,416.33	0.00
Grand Total:			221,729.54	0.00

## INVOICE APPROVAL LIST BY FUND

Date: 04/19/2007

Time: 11:44am

Page: 1

Village of Dexter

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Village Manager						
101-172.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERAGE 05/01/07-05/31/07	0	04/18/07	04/18/2007	1,082.08
101-172.000-721.000	Health & L	DENTAL NETWORK OF AMERICA COVERAGE 05/01/07-05/31/07	0	04/18/07	04/18/2007	116.70
101-172.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES 05/01/07-06/01/07	0	04/18/07	04/18/2007	50.00
Total Village Manager						1,248.78
Dept: Attorney						
101-210.000-810.000	Attorney F	DYKEMA GOSSETT PLLC SERVICE FEES	0	1150872	04/18/2007	3,771.29
Total Attorney						3,771.29
Dept: Village Treasurer						
101-253.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERAGE 05/01/07-05/31/07	0	04/18/07	04/18/2007	1,082.08
101-253.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES 05/01/07-06/01/07	0	04/18/07	04/18/2007	12.50
101-253.000-721.000	Health & L	JEFFERY BURSTEIN DDS PATIENT: MARIE SHERRY	0	04/19/07	04/19/2007	824.25
Total Village Treasurer						1,918.83
Dept: Buildings & Grounds						
101-265.000-727.000	Office Sup	AMSTERDAM PRINTING & LITHO ENVELOPES	0	0130967	04/18/2007	121.57
101-265.000-727.000	Office Sup	OFFICE DEPOT CREDIT PLAN SUPPLIES	0	04/18/07	04/18/2007	227.52
101-265.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE OFFICE SUPPLIES	0	3083938428	04/18/2007	101.28
101-265.000-920.001	Telephones	NEXTEL COMMUNICATIONS CELLULAR SERVICE	0	593543512-061	04/18/2007	136.70
101-265.000-955.000	Miscellaneous	CHAMPION WATER TREATMENT VILLAGE OFFICE	0	34743	04/18/2007	42.50
101-265.000-955.000	Miscellaneous	CINTAS CORPORATION VILLAGE OFFICE	0	300444728	04/18/2007	37.70
101-265.000-955.000	Miscellaneous	CINTAS CORPORATION VILLAGE OFFICE	0	300432829	04/18/2007	37.70
Total Buildings & Grounds						704.97
Dept: Village Tree Program						
101-285.000-731.001	Trees	ANN ARBOR LANDSCAPING INC. TREE PROGRAM	0	04/18/07	04/18/2007	12,400.00
101-285.000-803.000	Contracted	MIDWESTERN CONSULTING TREE INVENTORY	0	03088A-42	04/18/2007	281.05
Total Village Tree Program						12,681.05
Dept: Law Enforcement						
101-301.000-803.000	Contracted	WASHTENAW COUNTY TREASURER LAW ENFORCEMENT	0	14681	04/18/2007	26,910.82
Total Law Enforcement						26,910.82
Dept: Planning Department						
101-400.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERAGE 05/01/07-05/31/07	0	04/18/07	04/18/2007	952.29
101-400.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES 05/01/07-06/01/07	0	04/18/07	04/18/2007	12.50
Total Planning Department						964.79
Dept: Department of Public Works						
101-441.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERAGE 05/01/07-05/31/07	0	04/18/07	04/18/2007	670.89
101-441.000-721.000	Health & L	DENTAL NETWORK OF AMERICA COVERAGE 05/01/07-05/31/07	0	04/18/07	04/18/2007	116.70
101-441.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES 05/01/07-06/01/07	0	04/18/07	04/18/2007	15.50
101-441.000-740.000	Operating	HERITAGE NEWSPAPERS RENEWAL	0	04/18/07	04/18/2007	60.00
101-441.000-745.000	Uniform Al	CINTAS CORPORATION DPW	0	300435725	04/18/2007	60.45

## INVOICE APPROVAL LIST BY FUND

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Village of Dexter

Fund	GL Number	Vendor Name	Check	Invoice	Due	Amount
Department	Abbrev	Invoice Description	Number	Number	Date	
Account						
Fund: General Fund						
Dept: Department of Public Works						
101-441.000-745.000	Uniform Al	CINTAS CORPORATION	0		04/18/2007	60.45
		DPW		300429755		
101-441.000-745.000	Uniform Al	CINTAS CORPORATION	0		04/18/2007	60.45
		DPW		300441686		
101-441.000-745.000	Uniform Al	CINTAS CORPORATION	0		04/18/2007	60.45
		DPW		300447654		
101-441.000-751.000	Gasoline &	CORRIGAN OIL COMPANY	0		04/18/2007	705.58
		DIESEL		1428422		
101-441.000-751.000	Gasoline &	CORRIGAN OIL COMPANY	0		04/18/2007	473.45
		DIESEL		1418559		
101-441.000-802.000	Profession	COMCAST	0		04/18/2007	95.00
		DPW		04/18/07		
101-441.000-920.001	Telephones	NEXTEL COMMUNICATIONS	0		04/18/2007	136.70
		CELLULAR SERVICE		593543512-061		
101-441.000-935.000	Bldg Maint	BEST BLOCK COMPANY	0		04/18/2007	107.00
		STONE, PEBBLES		0398782-IN		
101-441.000-939.000	Vehicle Ma	CANNON EQUIPMENT	0		04/18/2007	44.89
		MISC PAINT		21599		
101-441.000-939.000	Vehicle Ma	BELL EQUIPMENT COMPANY	0		04/18/2007	48.95
		RUNNER MODIFIED		0041352		
Total Department of Public Works						2,716.46
Dept: Downtown Public Works						
101-442.000-802.000	Profession	CARDINAL GARDENS	0		04/18/2007	300.00
		GENERAL GROUND WORK		510		
101-442.000-802.000	Profession	RONALD A. MEYER ELECTRIC, INC.	0		04/18/2007	1,450.00
		LIGHTING REPAIRS		9570A		
Total Downtown Public Works						1,750.00
Dept: Solid Waste						
101-528.000-740.000	Operating	RADTKE TRUCKING, LLC	0		04/18/2007	225.00
		TOP SOIL		04/18/07		
101-528.000-805.000	Solid Wast	WASTE MANAGEMENT	0		04/18/2007	16,407.60
		RESIDENTIAL SERVICE		1464527		
101-528.000-805.000	Solid Wast	WASTE MANAGEMENT	0		04/18/2007	16,094.18
		COMMERCIAL SERVICE				
Total Solid Waste						32,726.78
Dept: Parks & Recreation						
101-751.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN	0		04/18/2007	108.21
		COVERAGE 05/01/07-05/31/07		04/18/07		
101-751.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES	0		04/18/2007	2.50
		05/01/07-06/01/07		04/18/07		
101-751.000-740.000	Operating	DEXTER MILL	0		04/18/2007	15.31
		LITTER SCOOP		11830		
Total Parks & Recreation						126.02
Dept: Long-Term Debt						
101-850.000-990.000	Debt Servi	LASALLE BANK N.A	0		04/18/2007	35,878.75
		GENERAL BOND		04/18/07		
101-850.000-992.000	Bond Fees	LASALLE BANK N.A	0		04/18/2007	112.50
		GENERAL BOND		04/18/07		
Total Long-Term Debt						35,991.25
Dept: Insurance & Bonds						
101-851.000-721.001	Retiree He	BLUE CARE NETWORK OF MICHIGAN	0		04/18/2007	2,033.87
		COVERAGE 05/01/07-05/31/07		04/18/07		
Total Insurance & Bonds						2,033.87
Dept: Contributions						
101-875.000-965.001	CATS	WESERN WASH. AREA VALUE EXP.	0		04/18/2007	583.33
		DOOR TO DOOR		04/18/07		
101-875.000-965.004	WAVE	WESERN WASH. AREA VALUE EXP.	0		04/18/2007	833.00
		PUBLIC TRANSPORTATION				
Total Contributions						1,416.33
Fund Total						124,961.24

Fund: Major Streets Fund

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Village of Dexter

Fund	GL Number	Vendor Name	Check	Invoice	Due	
Department	Abbrev	Invoice Description	Number	Number	Date	Amount
Account						
Fund: Major Streets Fund						
Dept: Routine Maintenance						
202-463.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERAGE 05/01/07-05/31/07	0	04/18/07	04/18/2007	562.68
202-463.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES 05/01/07-06/01/07	0	04/18/07	04/18/2007	13.00
202-463.000-740.000	Operating	BELL EQUIPMENT COMPANY BROOM EQUIPMENT	0	0041183	04/18/2007	642.88
Total Routine Maintenance						1,218.56
Dept: Traffic Services						
202-474.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERAGE 05/01/07-05/31/07	0	04/18/07	04/18/2007	173.13
202-474.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES 05/01/07-06/01/07	0	04/18/07	04/18/2007	4.00
Total Traffic Services						177.13
Dept: Winter Maintenance						
202-478.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERAGE 05/01/07-05/31/07	0	04/18/07	04/18/2007	346.27
202-478.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES 05/01/07-06/01/07	0	04/18/07	04/18/2007	8.00
Total Winter Maintenance						354.27
Fund Total						1,749.96
Fund: Local Streets Fund						
Dept: Routine Maintenance						
203-463.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERAGE 05/01/07-05/31/07	0	04/18/07	04/18/2007	173.13
203-463.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES 05/01/07-06/01/07	0	04/18/07	04/18/2007	4.00
Total Routine Maintenance						177.13
Dept: Traffic Services						
203-474.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERAGE 05/01/07-05/31/07	0	04/18/07	04/18/2007	43.28
203-474.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES 05/01/07-06/01/07	0	04/18/07	04/18/2007	1.00
Total Traffic Services						44.28
Dept: Winter Maintenance						
203-478.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERAGE 05/01/07-05/31/07	0	04/18/07	04/18/2007	86.57
203-478.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES 05/01/07-06/01/07	0	04/18/07	04/18/2007	2.00
Total Winter Maintenance						88.57
Fund Total						309.98
Fund: Special Projects Fund						
Dept: DPW Building						
401-902.000-974.006	DPW Constr	A.R. BROUWER DPW BUILDING	0	1416	04/18/2007	85,604.00
Total DPW Building						85,604.00
Fund Total						85,604.00
Fund: Sewer Enterprise Fund						
Dept: Administration						
590-248.000-811.000	Atty Misc	VARNUM, RIDDERING, SCHMIDT matter # 089084	0	726400	04/18/2007	20.70
Total Administration						20.70
Dept: Sewer Utilities Department						
590-548.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COVERAGE 05/01/07-05/31/07	0	04/18/07	04/18/2007	4,184.49
590-548.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES 05/01/07-06/01/07	0	04/18/07	04/18/2007	45.00

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Village of Dexter

Fund	GL Number	Vendor Name	Check	Invoice	Due	Amount
Department	Abbrev	Invoice Description	Number	Number	Date	
Account						
Fund: Sewer Enterprise Fund						
Dept: Sewer Utilities Department						
590-548.000-740.000	Operating	GRAPHIC CONTROLS	0		04/18/2007	104.80
		HONEYWELL		HX3308		
590-548.000-742.000	Chem Plant	ALEXANDER CHEMICAL CORPORATION	0		04/18/2007	1,140.00
		CHEMICALS		04/18/07		
590-548.000-742.000	Chem Plant	ALEXANDER CHEMICAL CORPORATION	0		04/18/2007	-420.00
		CREDIT				
590-548.000-743.000	Chem Lab	HACH COMPANY	0		04/18/2007	322.60
		BUFFER PILLOWS		5092311		
590-548.000-743.000	Chem Lab	NORTH CENTRAL LABORATORIES	0		04/18/2007	232.08
		CHEMICALS		215932		
590-548.000-743.000	Chem Lab	SERVICE SPECIALISTS OF AMERICA	0		04/18/2007	308.90
		LABOR		11249		
590-548.000-745.000	Uniform Al	CINTAS CORPORATION	0		04/18/2007	38.93
		WWTP		300447655		
590-548.000-745.000	Uniform Al	CINTAS CORPORATION	0		04/18/2007	38.93
		WWTP		300429756		
590-548.000-745.000	Uniform Al	CINTAS CORPORATION	0		04/18/2007	38.93
		WWTP		300435726		
590-548.000-745.000	Uniform Al	CINTAS CORPORATION	0		04/18/2007	38.93
		WWTP		300441687		
590-548.000-751.000	Gasoline &	CORRIGAN OIL COMPANY	0		04/18/2007	662.70
		NO LEAD		1418560		
590-548.000-824.000	Testing &	TRIMATRIX LABORATORIES	0		04/18/2007	130.00
		ANALYTICAL SERVICES		0701433		
590-548.000-920.001	Telephones	AT&T	0		04/18/2007	4.39
		734 426 1425 234 0		04/18/07		
590-548.000-920.001	Telephones	NEXTEL COMMUNICATIONS	0		04/18/2007	109.36
		CELLULAR SERVICE		593543512-061		
590-548.000-937.000	Equip Main	MADISON ELECTRIC	0		04/18/2007	28.16
		ADVR140TPI		616487-00		
Total Sewer Utilities Department						7,008.20
Fund Total						7,028.90
Fund: Water Enterprise Fund						
Dept: Water Utilities Department						
591-556.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN	0		04/18/2007	1,046.12
		COVERAGE 05/01/07-05/31/07		04/18/07		
591-556.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES	0		04/18/2007	30.00
		05/01/07-06/01/07		04/18/07		
591-556.000-740.000	Operating	ARBOR MITCHELL CORP	0		04/18/2007	33.40
		WWTP		04/18/07		
591-556.000-745.000	Uniform Al	CINTAS CORPORATION	0		04/18/2007	36.64
		WWTP		300447655		
591-556.000-745.000	Uniform Al	CINTAS CORPORATION	0		04/18/2007	36.64
		WWTP		300429756		
591-556.000-745.000	Uniform Al	CINTAS CORPORATION	0		04/18/2007	36.64
		WWTP		300435726		
591-556.000-745.000	Uniform Al	CINTAS CORPORATION	0		04/18/2007	36.64
		WWTP		300441687		
591-556.000-751.000	Gasoline &	CORRIGAN OIL COMPANY	0		04/18/2007	583.36
		NO LEAD		1428423		
591-556.000-824.000	Testing &	MICHIGAN DEPT OF ENVIRONMENTAL	0		04/18/2007	154.00
		433136		433136		
591-556.000-920.001	Telephones	NEXTEL COMMUNICATIONS	0		04/18/2007	82.02
		CELLULAR SERVICE		593543512-061		
Total Water Utilities Department						2,075.46
Fund Total						2,075.46
Grand Total						221,729.54 ✓

# VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

[ddettling@villageofdexter.org](mailto:ddettling@villageofdexter.org)

Phone (734)426-8303

Fax (734)426-5614

## MEMO

To: President Seta and Council  
From: Donna Dettling, Village Manager  
Date: April 23, 2007  
Re: Gordon Hall Discussion

AGENDA 4-23-07  
ITEM K-1

Attached is the draft resolution to establish the Village's position on the remaining contributions to the DAHS&M purchase of Gordon Hall, postponed from the March 26, 2007 meeting.

Other items attached for discussion purposes:

- Maps showing the general area in question for the conservation easement for both Webster and Scio Townships as it relates to the area potentially needed for Phase 2 of the Bridge project.
- Two emails dated April 4, 2007 and April 17, 2007 summarizing a number of issues raised regarding the financial status of Gordon Hall.

**DRAFT RESOLUTION for Discussion**  
**Prepared by Shawn Keough**

**Resolution No. \_\_\_\_\_**

**Village of Dexter**

**Whereas**, the Village of Dexter ("Village") entered into an agreement with the Dexter Area Historical Society and Musuem ("DAHS&M") on December 12, 2005,

**Whereas**, the agreement stipulated that the Village would contribute \$200,000 to the DAHS&M for the purpose of fostering the acquisition of the Gordon Hall Property, that is to say the Gordon Hall home and the surrounding 67.68 acres, commonly known as 8341, 8343 and 8347 Island Lake Road ("Property"),

**Whereas**, the Village agreed to contribute \$100,000 on November 15, 2005 and the balance in annual payments of \$20,000 over a five year period with the first of those annual payments to be due on March 1, 2007,

**Whereas**, the Village entered into this agreement in good faith in support of fostering the acquisition and historical preservation of the Property, with the idea that one day it would likely be in the Village of Dexter and that acquisition of the Property by the DAHS&M would further enhance the vision of the Village's gateway corridor to the west of the Village and be another destination that would draw people to the Village,

**Whereas**, the Village made a \$100,000 contribution to DAHS&M on November 15, 2005 in accordance with the agreement,

**Whereas**, the DAHS&M was successful in its acquisition of the Property in November 2005 and has subsequently been the owners of such Property since closing on the property in March 2006,

**Whereas**, the Village has learned that there is considerable objection by the Scio Township and Webster Township to the Gordon Hall home and the surrounding Property becoming part of the Village,

**Whereas**, the Village's first annual payment to the DAHS&M is currently due,

**Whereas**, the Village of Dexter has learned that the DAHS&M may have the ability to receive additional funds, which would help the DAHS&M, pay down their existing mortgage,

**Whereas**, the Village of Dexter needs the DAHS&M to dedicate the necessary right-of-way to the Village of Dexter for their future possible use in the creation of a new viaduct and/or resulting pedestrian pathway to connect portions of the Village that currently exist west of the existing historical Railroad Viaduct,

**NOW THEREFORE BE IT RESOLVED**, that the Village of Dexter will continue to make its first annual contribution of \$20,000 in good faith in accordance with the agreement, and that the Village will hereby notify the DAHS&M that it expects the DAHS&M to provide a written commitment to provide the necessary right-of-way to foster the Village's possible future involvement in the creation of a new viaduct and/or pedestrian pathway to connect those portions of the Village that currently exist west of the existing historical Railroad Viaduct,

**Be it Further Resolved**, that the Village shall notify the DAHS&M that it shall reserve the right to suspend future annual contributions until such time as the DAHS&M has acted in good faith by providing the Village with written intent to cooperate and dedicate the necessary right-of-way as described above,

Moved by: \_\_\_\_\_

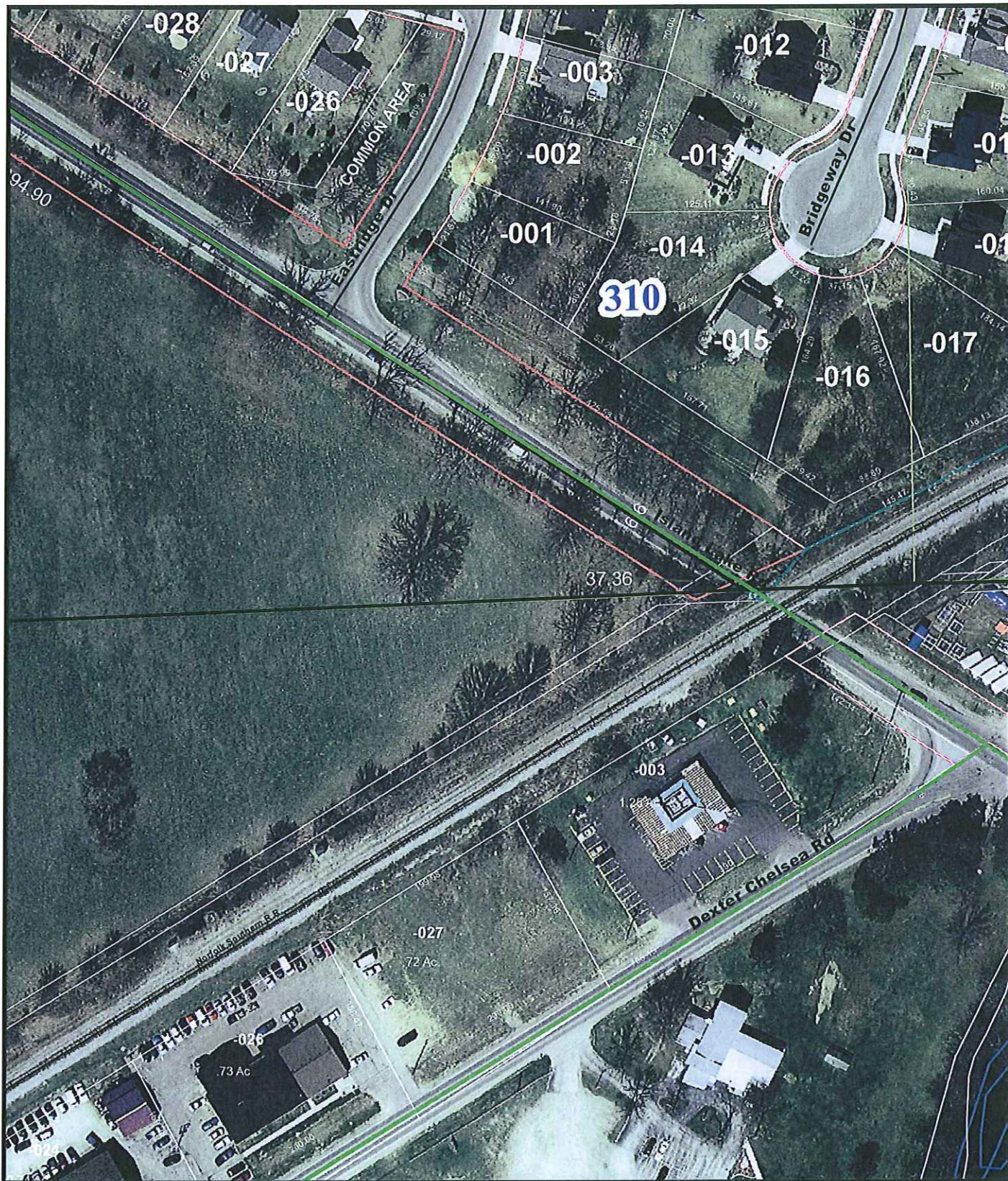
Seconded by: \_\_\_\_\_

Yeas:

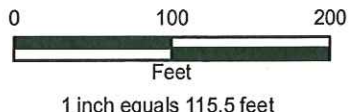
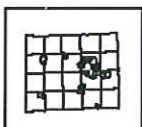
Nays:

I hereby certify that the above is a true copy of the resolution passed at a meeting of the Village Council of the Village of Dexter held in the Village of Dexter, Washtenaw County, Michigan on \_\_\_\_\_, 2007

\_\_\_\_\_  
David F. Boyle, Village Clerk



# Location Map



GIS Map Print



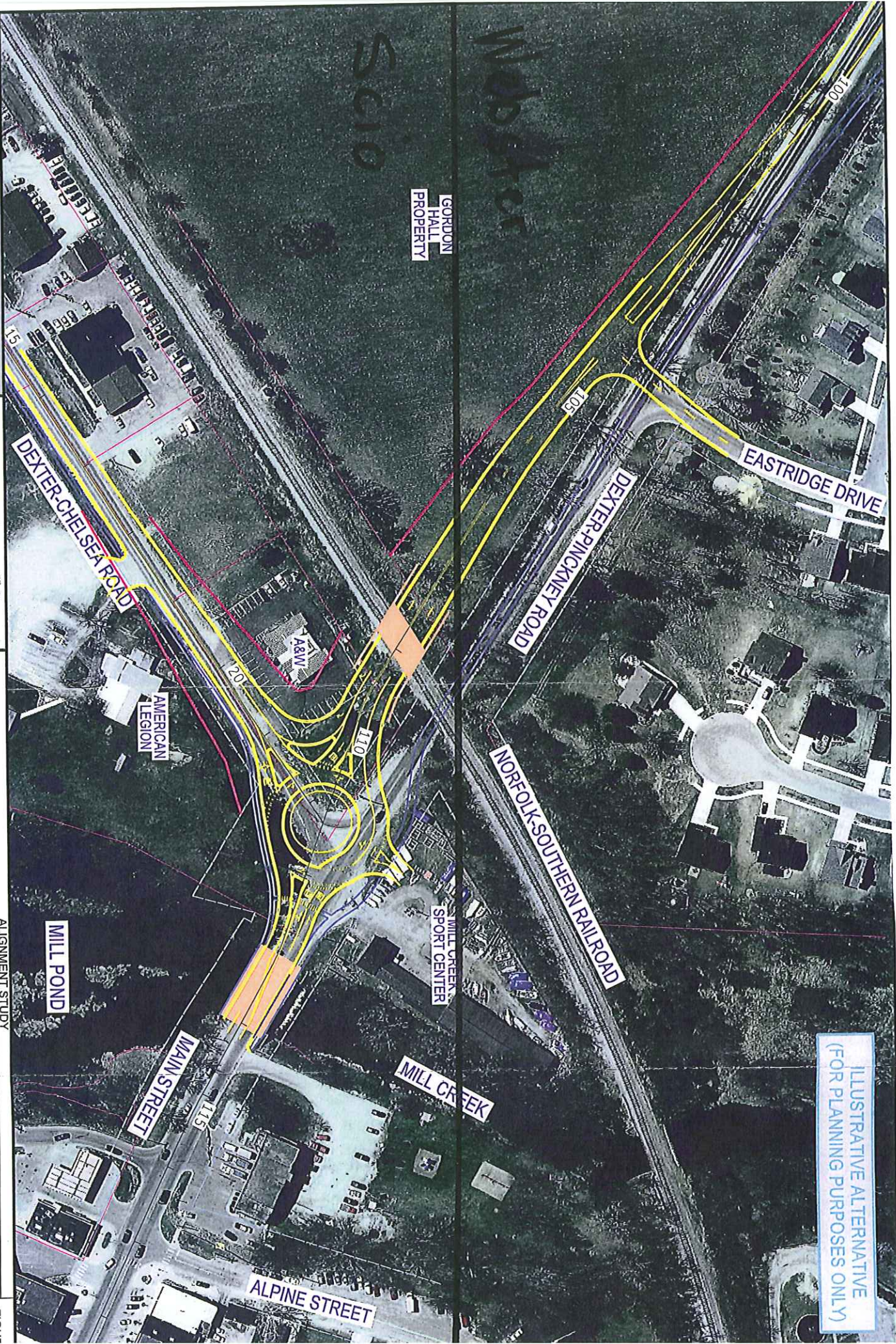
The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

NOTE: PARCELS MAY NOT BE TO SCALE

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662.

Date Printed: 04/10/2007

ILLUSTRATIVE ALTERNATIVE  
(FOR PLANNING PURPOSES ONLY)



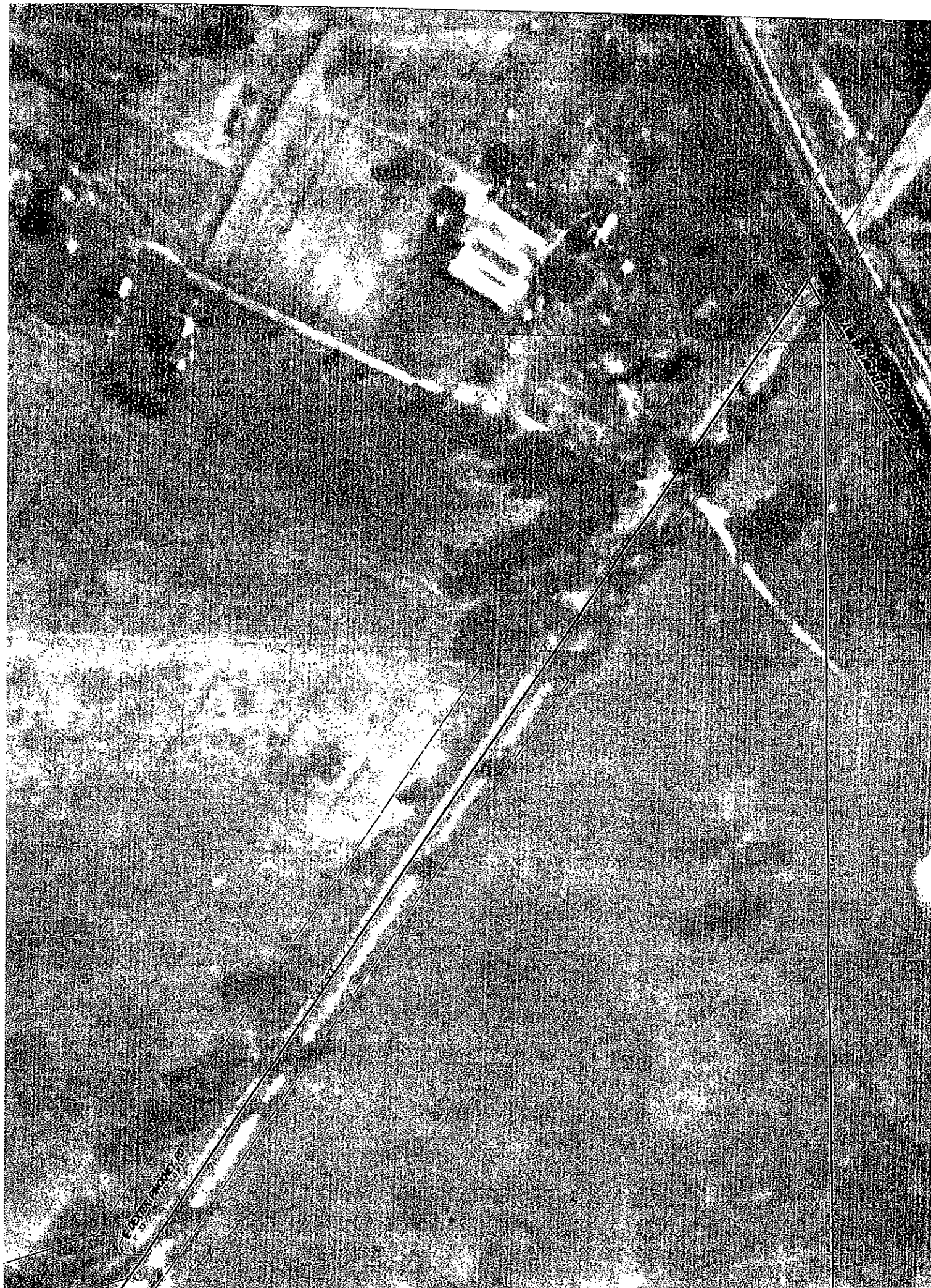
PROPOSED SIDEWALK  
PROPOSED NEW BRIDGE  
EXISTING ROW  
PROPOSED ROW  
PROPOSED ROADWAY

URS  
Surface Transportation  
Grand Rapids, Ann Arbor, MI  
Washburn, KS

Washburn  
COUNTY  
KANSAS

ROUNDABOUT ALTERNATIVE  
(WITHOUT PARKER ROAD EXTENSION)

FIGURE  
2.8



**Donna Dettling**

**From:** Shawn Keough [skeough@comcast.net]  
**Sent:** Wednesday, April 04, 2007 10:43 PM  
**To:** 'Gil Campbell'  
**Cc:** 'Donna Fisher'; 'Keough, Shawn'; Donna Dettling; 'John Hanifan'  
**Subject:** RE: Gordon Hall Status

Good evening Gil,

Thank you for the email note. I saw this note from you over the weekend, but I guess I did not read it close enough until I got a reminder email from Donna Fisher this evening (thank you Donna). So please accept my apology for not replying sooner, as I was looking for a follow-up email from Paul.

Paul Bishop and I did speak over the phone last Thursday evening (March 29<sup>th</sup>) about the proposed motion that I made at the March 26<sup>th</sup> Council meeting. We had a very good conversation and I appreciated the time he took to call me to discuss this. During our conversation, I simply explained that I would like to see some way for the Village to either get the right-of-way needed for the new viaduct or get a commitment that the DHS will either help the Village get it, donate it in the future or whatever without the Village having to pay any more than the \$200,000 that we have committed so far. Paul explained that the DHS has placed a \$100,000 value on the right-of-way for a new viaduct. I told him that I did not think the Village or any project that the Village could potentially be involved in should have to pay for the right-of-way in light of the generous commitment that we made in 2005. Paul and I did talk about why it was difficult for the DHS to simply give (donate) the right-of-way to the Village, however since our conversation I have come up with a few more questions in this area. I explained to Paul that my feeling was that the Village should follow through with the commitment we made in 2005. However, now that everyone (Scio and Webster) is suddenly objecting to the property coming into the Village, which looked like a reasonable possibility at the end of 2005, I feel that we need to make sure the right-of-way is secured to help keep the vision of the new viaduct alive. So my idea is this: in a separate commitment, the DHS should agree to give the Village the right-of-way or make a commitment to this affect at no additional cost to the Village so that we know that this is not going to be an issue for us in the future. I do realize the Wash Co. historic commission is ultimately involved; however, I think if we are willing to be proactive, we can go meet with them together (Village and DHS) and get their approval. Lets start this process today. I think it is only fair to do so in light of how the situation changed.

As I understand it from the meeting on March 19<sup>th</sup>, the DHS put \$600,000 down on their \$1,500,000 bid to purchase the Gordon Hall property. Paul explained that the \$600,000 down included the Villages initial \$100,000, \$300,000 from UMRC and \$200,000 from private donations. That leaves a \$900,000 mortgage split in some way with two banks.

The DHS has openly identified another \$650,000 in commitments that is due sometime over the next 10 years. Those are the 2<sup>nd</sup> \$100,000 commitment from the Village (\$20,000 per year over 5 years), the \$200,000 commitment from Scio (a portion of which is due over 10 years), \$50,000 commitment from Webster (\$10,000 per year over 5 years), and \$300,000 from UMRC (due once the project meets all approvals, I believe). I am not sure if I heard Paul correctly on the 19<sup>th</sup>, but I believe he indicated that the total commitments that DHS received were in the neighborhood of \$1,800,000, which gave the DHS a little cushion in case someone backed out of their commitments, which ultimately was the concern expressed that evening. I am summarizing this all back to you to make sure that I understand everything, so please feel free to reply with corrections if I have misunderstood this in some way. If there are no other commitments beyond those that have been openly described, then it would appear that the DHS would need at least another \$250,000 sometime over the next 10 years to cover the mortgage.

UMRC has the burden of proving to the Village that their proposed development will meet the criteria for consideration as a PILOT program. As I understand it, their lawyers are in the process of working through these details...obviously we are all interested to hear more about that.

Your email indicates that if the PILOT program is accepted by the Village and some tax relief is therefore provided to UMRC, UMRC will donate an additional \$600,000 to the DHS. Under that scenario, you and Paul are suggesting that the Village's second \$100,000 could be used as "payment" for the right-of-way.

Taking all of this into consideration, I have the following questions:

1. Does the bank see the value of the right-of-way as some sort of collateral? Is that why the DHS can't simply donate it away? Please explain this if you can, because I am confused as to why you say that the "figure of

4/17/2007

\$100,000 was included in your calculations for your bid"?

2. Is the DHS interested in meeting with the Wash Co. historical society now to get some resolution to this matter in the near future? It seems like the DHS was able to get them to quickly approve the UMRC project, so if the viaduct fits in the overall vision, why can't we engage them now?
3. Please confirm the overall amount of the initial commitments that were made. Did I understand \$1,800,000 to be the correct amount? Or is the DHS \$250,000 short?
4. I understand how the PILOT program could lead to another \$600,000 and thus provide a cushion for the DHS. What is your understanding of the timing of when this will be determined/brought in front of the Village?
5. If indeed you have pledges over and above the \$1,500,000 right now, and everyone follows through with those donations, why then do you need to get \$100,000 for the right-of-way? Can't you simply under that scenario give back to the Village?

Sorry for the long email reply. I don't have Paul's email these days, so I have copied Donna Fisher (our Council representative) to keep her aware of my thoughts on this matter. If you can reply tomorrow, I will try to get this to the Village Manager to get it in the packet. Thanks for your patience in reading through this.

Kind regards,

Shawn Keough  
(313) 363-1434

-----Original Message-----

**From:** Gil Campbell [mailto:gcampbell@annarbornews.com]  
**Sent:** Friday, March 30, 2007 11:14 AM  
**To:** Shawn Keough  
**Subject:** Gordon Hall Status

Hi Shawn,

I have meant to try and talk to you about the proposal you brought up at Monday's meeting but I guess Paul Bishop has already talked with you. This note is just reaffirm what I believe was already covered.

It was our intent that a thin slice of the northeastern section of the Gordon Hall property would be sold to the WCRC for right-of-way for a new tunnel (viaduct). In fact, we included a figure of \$100,000 in our calculations for the bid package we put together back in 2005. Naturally, this is an integral part of our funding.

At the meeting held on March 19 at Scio township Hall, the possibility of UMRC helping to pay down our mortgage in exchange for some tax relief through a PILOT program with the Village of Dexter was discussed. Paul said that if this were to happen, we would relieve the Village of the other \$100,000 commitment if they so desired. If this all comes to fruition, essentially what you have proposed would happen; the Village could use that \$100,000 to purchase the right-of-way. If the PILOT agreement does not happen however, we really cannot afford to give up that revenue from selling the property as it will be needed to pay down our mortgage. I hope this is essentially what you and Paul discussed.

Shawn, we really appreciate your, and everyone else's, support of Gordon Hall. It encourages us to continue to fight to save and restore this national treasure.

Thanks,  
Gil

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4/17/2007

## Donna Dettling

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From: Keough, Shawn [SKEOUGH@WadeTrim.com]  
Sent: Tuesday, April 17, 2007 2:22 PM  
To: Donna Dettling  
Subject: Fw: reply

-----Original Message-----

From: Shawn Keough <sckeough@comcast.net>  
To: Keough, Shawn  
Sent: Sun Apr 08 21:56:15 2007  
Subject: FW: reply

-----Original Message-----

From: Paul Bishop [mailto:bisins@yahoo.com]  
Sent: Thursday, April 05, 2007 10:58 AM  
To: sckeough@comcast.net  
Cc: Gil Campbell; donna  
Subject: reply

Shawn, Gil and Donna forwarded your email to me for me to answer.

I have not drafted any language as my grandchildren were here for a visit. This matter was tabled till the 23rd meeting so I didn't see the hurry to get this in place. Any discussion at the council should include Gil and me.

As to your questions;

We are not \$250,000 short as we have pledges to take up the slack that is included in the original \$1,800,000. As I have said before, the council should not be concerned about GH finances as the DAHS&M is involved and have approved all of our finances. To that end, council should be revolving around the problems concerning their contribution and resolving the situation with Scio township and the 30 acres. There is a simple resolution and I hope you can discuss that with council on Monday. That being the existing 425.

GH needs to get UMRC resolved and the road comm. and the Village needs to complete the bridge and viaduct situation before anyone goes to the H District comm. This may be a year or two but GH will be an advocate for the project regardless of who does it.

**PILOT**

The ~~PILOT~~ needs to be discussed now and Seta has discussed it with UMRC. I do not know if they qualify but I would think there is an answer out there.

The \$100,000 for the ROW for the viaduct is included in the \$1,800,000. As we agreed before, if the ~~PIALTE~~ <sup>PIC</sup> is approved and UMRC contributes more, we can move on an agreement to waive the \$100,000 as I said on March 19th and sell it to the Village for the \$100,000.

The bank has been provided the info on finances for GH and the \$100,000 for the ROW is included in that.

I have Verizon cell service so you may call me free if you do as well. You now have my email so please use it if you wish.

Agsin, this should be discussed on the 23rd but the Pialte and the 425 ASAP.

Thanks, Paul

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## VILLAGE OF DEXTER

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

## Village Council

Jim Seta  
*President*Shawn Keough  
*President Pro-Tem*Jim Carson  
*Councilperson*Paul Cousins  
*Councilperson*Donna Fisher  
*Councilperson*Joe Semifero  
*Councilperson*Ray Tell  
*Councilperson*

## Administration

Donna Dettling  
*Manager*David Boyle  
*Clerk*Marie Sherry  
*Treasurer/Finance  
Director*John P. Hanifan  
*Assistant Manager*Ed Lobdell  
*Public Services  
Superintendent*Allison Bishop  
*Community  
Development  
Manager*THE VILLAGE OF  
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EMPLOYERwww.  
villageofdexter.org

## INTERNAL MEMO

Council Meeting of 04-23-07

TO: Village Council

FROM: John P. Hanifan,   
Assistant Village Manager

DATE: April 19, 2007

Re: Uniform Franchise Agreement - Comcast

Recent changes to state legislation for cable franchising have standardized the agreements between cable television providers and local governments. The attached agreement is actually incorporated into state legislation that is NOT negotiable, with the exception of the percentage of fees of gross revenue and the provision of Public, Education and Government (PEG) access facilities and services.

Our prior agreement with Comcast had a 5% of gross revenue franchise fee, which is the amount that I am recommending for this agreement. The total revenue would be, based on previous years, approximately \$40,000. Our prior agreement provided for one shared education and government access channel, a character generator, a camera, lights and audio to be provided by the cable company. While currently in use by the school, it needs to be included in the new contract and the attached resolution that we did in fact have one PEG Channel provided.

Fundamentally, this is not a major change at the current time due to the fact that the Village of Dexter has only one provider. The long term impact would be a "credit" of the fees that a provider would pay for right of way use under the Metro Act. Currently, the Village of Dexter receives approximately \$8,000 under this act. A cable service provider can receive a reduction in the fees paid to the Village of Dexter equal to the amount they pay for right of way use under the Metro Act.

**I recommend council adopt the attached resolution, which would authorize the Village Manager to sign Uniform Franchise Agreements.** This Resolution also does a couple other important things, including reserving the rights of the Village in the event the statute underlying these franchises is ever successfully challenged.



## VILLAGE OF DEXTER

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 •

Fax (734) 426-5811

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For your reference, I have attached the proposed agreement with Comcast.

Please don't hesitate to contact me if you have questions.

## **RESOLUTION**

**WHEREAS**, Public Act 480 of 2006 (the "Act") requires video service providers to obtain a franchise from a municipality by means of a Uniform Video Service Local Franchise Agreement ("Uniform Franchise"); and

**WHEREAS**, the Michigan Public Service Commission ("MPSC") on January 30, 2007 issued an Order that provided a Uniform Franchise form; and

**WHEREAS**, the Act provides the Village of Dexter (the "Municipality") fifteen (15) business days from the date an application for a Uniform Franchise is filed with the Municipality to respond as to the completeness of the Uniform Franchise; and

**WHEREAS**, the Act provides the Municipality thirty (30) days from the submission date of a complete application for a Uniform Franchise in which to act to approve the Uniform Franchise; and

**WHEREAS**, the Municipality wishes to memorialize that there were   1   public, educational and governmental access channels in actual use on the incumbent video provider's system in the Municipality on the effective date of the Act, January 1, 2007; and

**WHEREAS**, the Municipality has determined that it must designate an official to whom it delegates the authority to respond to, complete, sign and approve Uniform Franchise applications in order to meet the deadlines under the Act, including establishing the video service provider franchise fees and fees to support public, educational and governmental access facilities and services provided for in Uniform Franchises, and taking all actions related thereto; and

**WHEREAS**, the Municipality desires to provide such official with guidance on such fees; and

**WHEREAS**, the Municipality does not intend that by approving a Uniform Franchise that it shall be waiving rights, nor does it understand that the Act or the MPSC Order so requires.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the Village of Dexter designates and delegates to the Village Manager full authority to respond to, complete and approve Uniform Franchise applications, and take all actions related thereto; and

**BE IT FURTHER RESOLVED** that such authority includes the Village Manager having the authority to determine within the statutory deadlines whether the Uniform Franchise as submitted is complete, and having the authority to sign it indicating approval of the Municipality; and

**BE IT FURTHER RESOLVED** that a fee of 5% of gross revenues from video service providers is hereby established as the annual video service provider franchise fee, which is also the fee paid to the Municipality by Comcast, which is the incumbent and only video provider in Municipality, under its cable franchise with Municipality, with the Village Manager having the authority to modify such fee, if appropriate; and

**BE IT FURTHER RESOLVED** that in addition to the preceding fee, a video service provider shall pay to the Municipality an annual fee as support for the cost of public, education, and government access facilities and services, not less than that as determined by Municipality's cable franchise with Comcast, being the Municipality's existing and only cable franchise on the effective date of the Act; and

**BE IT FURTHER RESOLVED** that it is hereby memorialized that there were 1 public, educational and governmental access channels in actual use on the incumbent video provider's system in the Municipality on the effective date of the Act, January 1, 2007; and

**BE IT FINALLY RESOLVED** that no approvals, deemed approvals under the Act or signature of the Village Manager on a Uniform Franchise shall be construed or understood to be a waiver by the Municipality of its police powers; rights it may possess under the Act, Michigan law, the Michigan Constitution, or federal law; or right to challenge or modify a Uniform Franchise if the Act in whole or in part is overturned by the courts.

Motion:

Second:

Yeas:

Nays:

Absent:

---

David F. Boyle, Clerk



Comcast Cable  
29777 Telegraph Rd., Suite 4400  
Southfield, MI 48034

April 12, 2007

Ms. Donna Fisher, Clerk  
Village of Dexter  
8140 Main Street  
Dexter, MI 48130

**Re: Michigan Uniform Video Service Local Franchise Agreement**

Dear Ms. Fisher:

In accordance with the instructions set forth by the Michigan Public Service Commission in its provision of the Uniform Video Service Local Franchise Agreement, enclosed please find a completed Uniform Video Service Local Franchise Agreement along with the necessary Attachment 1 thereto filed on behalf of Comcast of the South, Inc.

Upon receipt and approval of these materials, please contact me directly at 248-233-4619. We look forward to continuing to be the company that your residents look to first for the communication products and services that connect them to what's important in their lives.

Sincerely,

A handwritten signature in blue ink, appearing to read "Juan Otero", written over the printed name.

Juan Otero  
Vice President,  
Government Affairs

SENT VIA CERTIFIED MAIL

## UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.* (the "Act") by and between the Village of Dexter a Michigan municipal corporation (the "Franchising Entity"), and Comcast of the South Inc, a Colorado Corporation doing business as Comcast.

### I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

## II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
  - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

## III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
  - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
  - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
  - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
  - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
  - iv. Natural disasters
  - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

#### **IV. Responsibility of the Franchising Entity**

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
  - ii. Access to a building owned by a governmental entity.
  - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

## V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

## VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
  - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
  - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of \_\_\_\_\_% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
  - 1. **Gross revenues shall include all of the following:**
    - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
    - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
    - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
    - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
    - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
    - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
  - 2. **Gross revenues do not include any of the following:**
    - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
    - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
  - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
  - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
  - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
  - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
  - viii. Sales of capital assets or surplus equipment.
  - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
  - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## **VII. Public, Education, and Government (PEG) Channels**

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

#### **VIII. PEG Fees**

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
  - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount \_\_\_\_\_) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
  - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is \_\_\_\_\_% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
  - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is \_\_\_\_\_% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
  - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

#### **IX. Audits**

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

## **X. Termination and Modification**

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XI. Transferability**

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

## **XII. Change of Information**

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XIII. Confidentiality**

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:  
    "[insert PROVIDER'S NAME]  
    [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

## **XIV. Complaints/Customer Service**

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10(3) of the Act**.
- C. Each Provider shall notify its customers of the dispute resolution process required under **Section 10 of the Act**.
- D. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

## **XV. Notices**

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

*If to the Franchising Entity:*  
(must provide street address)

*If to the Provider:*  
(must provide street address)

**Village of Dexter:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

29777 Telegraph Road

Suite 4400

Southfield, MI 48034

Attn: Regional VP of Government Affairs

Fax No.: 248-233-4875

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

## **XVI. Miscellaneous**

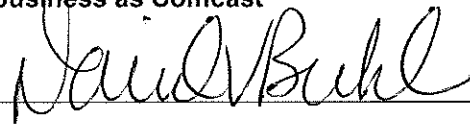
- A. Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B.** The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E.** The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

**Village of Dexter, a Michigan Municipal Corporation**

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

**Comcast of the South Inc, a Colorado Corporation  
doing business as Comcast**

  
By \_\_\_\_\_  
David V. Buhl  
Print Name \_\_\_\_\_  
Regional Senior Vice President  
Title \_\_\_\_\_  
29777 Telegraph Road, Suite 4400  
Address \_\_\_\_\_  
Southfield, MI 48034  
City, State, Zip \_\_\_\_\_  
248-233-4711  
Phone \_\_\_\_\_  
248-233-4719  
Fax \_\_\_\_\_  
dave\_buhl@cable.comcast.com  
Email \_\_\_\_\_

**FRANCHISE AGREEMENT** *(Franchising Entity to Complete)*

Date submitted:

Date completed and approved:

## ATTACHMENT 1

### UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480)

(Form must be typed)

Date: April 12, 2007		
Applicant's Name: Comcast of the South Inc		
Address 1: 29777 Telegraph Road		
Address 2: Suite 4400		Phone: 248-233-4700
City: Southfield	State: MI	Zip: 48034
Federal I.D. No. (FEIN): 31-1063218		

#### Company executive officers:

Name(s): David V. Buhl
Title(s): Regional Senior Vice President

#### Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Juan Otero		
Title: Regional Vice President of Government Affairs		
Address: 29777 Telegraph Road, Suite 4400, Southfield, MI 48034		
Phone: 248-233-4619	Fax: 248-233-4719	Email: juan_otero@cable.comcast.com

**Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)**

As an incumbent provider, Comcast, is satisfying this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise entered before the effective date of this act.

[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

**Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).**

Date:

**For All Applications:**

**Verification  
(Provider)**

I, David V. Buhl, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): David V. Buhl, Regional Senior Vice President

Signature:

*David V. Buhl*

Date:

4-12-07

**(Franchising Entity)**

**Village of Dexter, a Michigan municipal corporation**

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

ATTACHMENT 1

# VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

[ddettling@villageofdexter.org](mailto:ddettling@villageofdexter.org)

Phone (734)426-8303 Fax (734)426-5614

## MEMO

To: President Seta and Council  
From: Donna Dettling, Village Manager  
Date: April 23, 2007  
Re: Next Steps City Status

**AGENDA 4-23-07**

**ITEM L-3**

Attached is a draft resolution declaring intent to pursue city status and incorporate as the City of Dexter. The resolution is presented for discussion, please be prepared to add, remove, or change it as desired. The resolution will be presented as an action item on the May 14, 2007 agenda.

The steps below outline what will happen if the Resolution is adopted. Several support documents from the Department of Labor Website are included for your review. A copy of the "Procedures for City Incorporation" will remain part of the Resolution. Note that the Village meets the criteria for incorporation as a City- (Other than 5<sup>th</sup> Class) because we meet the minimum population for incorporation of 2000 residents and an average population 500 per square mile.

A copy of the "Timeline for Incorporation" is included for your review. **Steps 2 and 3** will take a minimum of 6 months. I will call on City Study Committee members to assist in securing signatures on petitions as well as other citizens who have shown interest in the process.

### **Step 2 - Prepare Draft Petition- Petitioners "Village of Dexter":**

A copy of Form C-165 Petition for City Incorporation and Form No. 2010 Petition are included for your review.

- Accurately describe in the petition the boundaries of the proposed city.
- Represent in the petition that the territory meets the population conditions for incorporation.
- Attach the map or drawing to the petition, clearly showing the territory to be incorporated.

Prior to circulation of petition, Council will review the documents and if desired hold a public hearing(s) to receive public input on the petition. We will also be developing a strategy for success and additional educational documents to be used during the process.

### **Step 3 - Circulate petition for signatures:**

- Show map or drawing to each person before obtaining their signature on the petition.
- Attach an affidavit signed by one or more petitioners.
- Petitions must be signed by not less than 5% of the population who are qualified electors and freeholders residing within the affected territory.

### **STEP 4 - File petition with State Boundary Commission possibly before the end of the year 2007.**

A copy of the "Legal Sufficiency Checklist" is included for your review. I also copied State Boundary Commission Rules 25, 26, 27, which the sufficiency checklist is based on. Note the checklist is for annexations, incorporations, and consolidations. We will be following the incorporation criteria although many of the items on the checklist are the same.

**DRAFT RESOLUTION for Discussion**

**RESOLUTION DECLARING INTENT TO  
PURSUE CITY STATUS AND INCORPORATE  
AS THE CITY OF DEXTER**

**Resolution No. \_\_\_\_\_**

**Whereas**, on May 22, 2006 Dexter Village Council adopted a resolution to establish a Citizen Advisory Committee to explore advantages and disadvantages of incorporating the Village of Dexter into a Home Rule City; and

**Whereas**, on March 7, 2007 the City Study Committee completed its task and finalized a report that was accepted by Village Council on March 26, 2007, which supported the next steps toward City status; and

**Whereas**, Village Council believes the City Study Committee was objective, diligent and resolute in its desire to deliver a conscientious recommendation; and

**Whereas**, Village Council is in agreement with the recommendations of the City Study Committee; and

**Whereas**, Village Council is prepared to pursue City status in accordance with the "Procedures for City Incorporation" as outlined by the State of Michigan, Department of Labor & Economic Growth (copy attached hereto and made part of this resolution); and

**Whereas**, Village Council's main reasons to pursue City status are listed below:

- Reduction in property taxes to citizens,
- Simplification of government; village residents are part of two local units of government, and Cities are under one local unit of government,
- Receive the respect bestowed on Cities by other Cities, the County and the State,
- Remove the subservient relationship of a Village to a Township,
- Write our own City Charter, assess and tax our own property, in general have more control over our future,
- Receive bills, pay taxes, and ask questions for all city, county and school taxes at one location,
- Vote for city, county, state and national elections at a single location within the city, and

**Whereas**, Village Council understands that it is not about success or failure to achieve City status, rather it is about educating the public to make the best decision on behalf of the local unit of government; and

**Whereas**, Village Council recognizes the rights of individuals inside and outside the proposed incorporated boundary to comment throughout the process and in accordance with the "Procedures for City Incorporation", prescribed by the laws of the State of Michigan.

**NOW THEREFORE BE IT RESOLVED**, that the Village of Dexter will prepare a Petition for City Incorporation as prescribed by the laws of the State of Michigan; and

**Be it Further Resolved**, that the Village shall attach a map to the petition clearly showing the territory to be incorporated, which is also prescribed by the laws of the State of Michigan.

Moved by:

Seconded by:

Yeas:

Nays:

Absent:

I hereby certify that the above is a true copy of the resolution passed at a meeting of the Village Council of the Village of Dexter held in the Village of Dexter, Washtenaw County, Michigan on \_\_\_\_\_, 2007

---

David F. Boyle, Village Clerk



JENNIFER M. GRANHOLM  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LABOR & ECONOMIC GROWTH  
LANSING

KEITH W. COOLEY  
DIRECTOR

## STATE BOUNDARY COMMISSION

### PROCEDURE FOR INCORPORATION AS A HOME RULE CITY

#### CITIES (Other than 5<sup>th</sup> Class):

- A. The minimum population for incorporation is 2000 and an average population of 500 per square mile. (117.7)

#### 5<sup>th</sup> CLASS CITIES:

- B. Any incorporated village may incorporate as a city of the fifth class if:
1. The territory to be incorporated has a population of more than 750, and less than 2000. (117.7)
  2. If the territory to be incorporated lies within more than one township in the same county with population of more than 600, and less than 2000. (117.7)
  3. An incorporated village which is also a county seat may incorporate as a city without respect to the size of its population. (117.7)

Any unincorporated territory may incorporate as a city of the fifth class if:

4. The territory contains a population of more than 750 and less than 2000 and an average of not less than 500 per square mile. (117.7)

**Note 1** – Whenever in the process of incorporating a fifth class city and adopting a charter, it is disclosed by an official census that the population exceeds 2000, then all proceedings theretofore taken shall be deemed to be for a home rule city. (117.7)

**Note 2** – An official census is the last preceding Federal census unless a later special census is ordered by the Boundary Commission.

#### VOTE ON INCORPORATION:

- C. Only the residents of the territory to be incorporated shall vote on the question of incorporation. (117.9)

**DETERMINING POPULATION OF AFFECTED TERRITORY:**

- D. Determined by the last preceding U.S. census. (117.6)
- E. No census of the territory affected by any proposed incorporation as provided in Section 6 of Act 279 of the Public Acts of 1909, as amended, shall be taken unless specifically ordered by the commission. (Sec. 7, 191)

**THE PETITIONS AND ATTACHMENTS:**

- F. If all the affected territory is in one county: (117.6)
    - 1. Petitions must be signed by not less than 5% of the population who are qualified electors and freeholders residing within the affected territory.
    - 2. No less than 100 signatures.
    - 3. No less than 10 of the signatures shall be obtained from each city, village or township to be affected.
  - G. If the affected territory is in more than one county: (117.6 and 117.11)
    - 1. Petitions must be signed by not less than 5% of the population who are qualified electors and freeholders residing within the affected territory.
    - 2. No less than 100 signatures.
    - 3. No less than 25 of the signatures shall be obtained from each city, village or township to be affected.
-

## PROCEDURE FOR INCORPORATION AS A HOME RULE CITY

**Petitioners:**

1. Accurately describe in the petition the boundaries of the proposed city. (117.7)
2. Represent in the petition that the territory meets the population conditions for incorporation. (117.7)
3. Attach the map or drawing to petition, clearly showing the territory to be incorporated. (117.6)

**Circulator of Petition:**

4. Shows map or drawing to each person before obtaining their signature on the petition (117.6)

**Petitioners:**

5. Attach an affidavit signed by one or more petitioners. (117.6 and 117.11)
6. Address the petition to the State Boundary Commission, Department of Labor and Economic Growth, 611 W. Ottawa, P.O. Box 30004, Lansing, MI 48909. (Sec. 7, 191)
7. File the petition with the State Boundary Commission. (Sec. 7, 191)

**Boundary Commission:**

8. Reviews the petition for conformance to Act 279 and to the rules and regulations of the Boundary Commission and: (Sec. 8, 191)
  - A. Rejects the petition for:
    - 1) Nonconformance with the Act and the Boundary Commission's rules.
    - 2) Containing incorrect statements.
  - B. Returns the petition to the petitioners, together with their reasons and certificate of rejection, or

- C. Declares to the petition legally sufficient and orders a public hearing on the petition.
- 9. Notifies the city and county clerks of the affected municipalities of the public hearing by certified mail at least 30 days before the date. (Sec.8, 191)
- 10. Gives notice of the public hearing at least 7 days before the date by publication in a newspaper of general circulation in the area. (Sec. 8, 191)
- 11. Holds a public hearing on the petition (Sec. 8, 191)
  - A. Not less than 60 or more than 220 days after the filing.
  - B. At some convenient place in the area proposed to be incorporated.
- 12. Considers the reasonableness of the proposed incorporation after considering the criteria established in Section 9. (Sec. 8, 191)
- 13. Determines whether to: (Sec. 10, 191)
  - A. Deny the proposed incorporation.
  - B. Approve the petition.
  - C. Revise the boundaries set forth in the petition; giving reasons for revisions and approval.
- 14. Adopts a resolution to: (Sec. 10, 191)
  - A. Deny the petition, giving its reasons for denial, or
  - B. Approve the petition, giving its reasons for approval, or

C. Revise the boundaries set forth in the petition and approve, giving its reasons for revisions and approval.

15. Sends a certified copy of its denial order to the petitioner and to each affected county, city, village or township clerk. (Sec. 10(2), 191)
16. Notifies the petitioner and each affected county, clerk, village or township clerk of its approval order and date. (Sec. 10(3), 191)

**Note 1:** The Commission's approval order is final 45 days after the date of the order unless a proper petition requesting a referendum is filed with the Commission within this 45 day period.

**Note 2:** The following steps 17 through 22 could apply if residents wish to file a referendum petition.

**Voters in the Area Approved for Incorporation:**

17. Circulate a petition to request a referendum on the incorporation question. (10(3), 191)

**Note:** This petition must be signed by at least 5% of the registered electors residing in the area approved for incorporation by the Commission.

**Referendum Petitioners:**

18. File the referendum petition with the commission within 45 days of the Commission's approval order. (Sec. 10(3), 191)

**Boundary Commission:**

19. Verifies the validity of the referendum petition. (Sec. 10(4), 191)
20. Instructs the Executive Secretary to consult with the affected clerks to determine a possible referendum election date.

21. Orders an election to be held in the area approved for incorporation (Sec. 10(4), 191)
22. Specifies a date after the election on which the Commission's approval order shall become final if the proposal is approved by the voters. (Sec. 10(4), 191)

**Note:** Should the voters approve of the proposed incorporation or should no referendum petition be filed, the following steps would apply.

23. Sends a certified copy of the Commission's approval order to the petitioner and the clerk of each affected county, city, village or township and to the Secretary of State. (Sec. 10(5), 191)
24. Orders the election of the 9 charter commissioners at the next general election if it occurs not less than 40 days or more than 90 days after the order is issued. (Sec. 10(3), Sec. 10(5), 191), (117.8)

**Note:** Although (117.8) states 40 days, this would be impossible since charter commission candidates must file their nominating petitions a minimum of 49 days prior to Election Day.

25. Orders a special election for the election of 9 charter commissioners if a general election is not to be held within 90 days. (117.8)

26. Directs the clerk of each affected municipality to immediately issue public notice of:

A. The election of a charter commission.

B. The qualifications for charter commissioners.

C. The last day for filing nominating petitions for the office.

D. Number of signatures required.

E. Where to obtain nominating petition forms.

**Each Charter Commission Candidate:**

27. Files a petition with the county clerk on or before 4 P.M., EST, of the same day of the week, 7 weeks prior to the day of the election. (OAG No. 1165, Biennial Report 49-50, p. 516; MSA 6.551)

**Note 1:** A candidate must be an elector of the territory proposed to be incorporated. (117.15)

**Note 2:** The nominating petition must be signed by 20 qualified electors residing in the territory proposed to be incorporated. (117.15)

**Boundary Commission:**

28. Requests the county clerk to have ballots printed in accordance with the Boundary Commission's prescribed form. (117.15)

**County Clerk:**

29. Prepares the ballot for charter commissioners and places at the head of the ballot the statement, "candidates for the members of the charter commission". (117.15)

**Each Village and Township Clerk:**

30. Arranges for the election of the charter commissioners. (117.10)

31. Gives notice of the date and purpose of the election, as follows: (117.10)

A. Publishes in 1 or more newspapers published within the district at least once a week for 4 weeks before the election.

B. Posts like notice in at least 10 public places in the district not less than 10 days before the election.

**Electors:**

32. Vote for charter commissioners. (Sec. 10, 191)

**Election Inspectors:**

33. Make returns to the local clerk(s) who when take the returns to the county clerk the day after the election. (MSA 6.1809)

**Note:** "In local elections to be canvasses by the board of county canvassers which are not held in conjunction with a county or state election, the election inspectors shall deliver both sealed envelopes to the local clerk who shall deliver them to the county clerk prior to 11 A.M. on the day following the election." (C.L. 168.809, MSA 6.1809)

34. Make returns to county clerk where the greater part of the proposed city is located if in more than 1 county. (117.12)

**Village, Township or County Board of Canvassers:**

35. Canvasses the vote for charter commissioners on the first Thursday following the election. (117.12)

**Note:** PA 65 of 1968 (MSA 6.1020(1)) established a 4 member board of canvassers in every city and township having more than 5 precincts, in each county with less than 1 million population, notwithstanding any statutory or charter provisions or any other rule or law to the contrary.

36. Certifies the election of the 9 persons receiving the highest vote to the successful candidates and the Boundary Commission. (117.15)

**Boundary Commission:**

37. Serves notice on charter commission to convene within 10 days.

**Charter Commission:**

38. Convenes within 10 days after the election and takes the constitutional oath of office. (117.15)

39. Certifies to the Boundary Commission that the first meeting has taken place.

40. Chooses its own officers. (117.15)

41. Establishes the rules for its proceedings. (117.15)

**Note 1:** The charter commission has the power to fill vacancies in its membership.

**Note 2:** Five or more of its members shall constitute a quorum.

42. Keeps a journal and when requested by a member enters roll call votes in the journal. (117.15)

**Note:** Although (117.15) provides that the charter commission shall frame a charter within 90 days after taking the oath of office, this is not deemed to be a mandatory limit, but it directory only. (OAG No. 2367, 1955, Vol. 1, p. 776; OAG Biennial Reports, 1914, p. 70)

43. Drafts a proposed charter.

44. Sends the proposed charter to the Governor for his approval. (117.22)

**Governor:**

45. Reviews and approves the proposed charter, signs it and returns it to the charter commission, (117.22), or

46. Returns the proposed charter to the charter commission with a statement of his objections. (117.22)

**Note:** The two steps below would apply only when the Governor has expressed objections to the proposed charter.

**Charter Commission:**

47. Spreads the reasons for the Governor's objections upon its records. (117.22)

48. Reconsiders the charter in the light of the Governor's objections. (117.22)

49. Provides the manner of nominating the candidates for the first elective officers provided for in the proposed charter. (117.15)

**Note:** Steps 49 through 55 should be set forth and provided for in the schedule portion of the proposed charter.

50. Fixes the date of the first city election and referendum on the proposed charter. (117.15)

**Note 1:** The charter commission provides all other things that are necessary for the conduction of the election of the first elective officers of the proposed city.

**Note2:** This election is held in conjunction with the referendum on the proposed charter.

51. Publishes the proposed charter at least once in 1 or more newspapers published in the proposed city, not less than 2 weeks or more than 4 weeks preceding the election. (117.15)

A. Includes a notice of the election and that on the date fixed the question of adopting the proposed charter will be voted on.

B. Assures that the elective officers provided for in the charter will be elected on the same date.

52. Posts notices of the election in at least 10 public places within the proposed city, not less than 10 days prior to the election. (117.15)

53. Provides 1 or more polling places for the election and posts notices of their location in at least 10 public places not less than 10 days prior to the election. (117.15)

54. Appoints the election inspectors. (117.115)

**NOTE: ELECTION PROCEDURES  
MUST FOLLOW THE  
REQUIREMENTS OF THE  
STATE ELECTION LAWS.**

55. Submits the prepared charter to the electors of the affected territory for their approval or rejection. (117.22)

**Electors:**

56. Approve or disapprove the proposed charter. (117. 22)

**Election Inspectors:**

57. Make returns to the local clerk(s). (MSA 6.1809)

**Local Clerks:**

58. Take the returns to the county clerk the day after the election. (MSA 6.1809)

**Note:** See note under step 33.

**Village, Township or County Board of Canvassers:**

59. Canvasses the vote for and against the charter. (MSA 6.1030(1))

**Note:** See note under step 33.

**\*NOTE: FOLLOW STEPS 60 THROUGH 64 ONLY IF CHARTER IS APPROVED**

**Charter Commission:**

60. Files a copy of the approved charter with the Boundary Commission.

**Charter Commission and Boundary Commission:**

61. Secure certificates from the boards of canvassers showing: 117.13

A. The total number of votes cast if a referendum election on the question of incorporation was held, including the votes cast for and against the question.

B. The votes received by each charter commission candidate.

C. The votes for and against the charter

D. The votes for all candidates for the new city's first elective officers.

62. Attach to the initiatory petition every resolution, affidavit or certificate necessarily following the petition, including the certificates of step 61. (117.13)

63. File the initiatory petition and its attachments along with 2 copies of the charter with the county clerk or clerks and the Secretary of State. (117.13 and 117.24)

**County Clerk(s) and Secretary of State:**

64. Each record the copies of the petition and its attachments in a book to be kept for that purpose. (117. 13)

**Note 1:** Either of such records or certified copies shall be prima facie evidence of the incorporation. Upon filing, the charter becomes law unless a later date is set in the charter.

**Note 2:** Should the proposed charter be rejected, the person receiving the most votes for mayor, serves as de facto officer until a mayor is

elected and qualified pursuant to a charter approved by the electors. In such event, steps 65 through 67 may be taken.

**De Facto Officer:**

65. Reconvenes the charter commission if no petition is filed for election of a new charter commission. (117.16)

**Charter Commission:**

66. Revises the proposed charter for resubmission to the electors. (117.16)
67. Resubmits the proposed charter to the electors. (117.16)

**Note:** If, on submission of a second charter, a favorable vote is not obtained, the incorporation proceedings shall be ended. If a charter has not been adopted within a period of 2 years following the date of the commission's order becomes final, or if within the 2 year period the charter commission does not reconvene within 90 days after the defeat of the first proposed charter, the incorporation proceedings are ended. (Sec. 10(6), 191)

**Qualified Electors:**

68. May petition the de facto mayor for an election to select a new charter commission, by filing the signatures of 300 qualified electors. (117.17)

**Note:** Must be filed within 10 days of the canvass of the vote on the charter.

**De Facto Officer:**

69. Certifies upon the petition that it contains the required number of signatures. (117.17)
70. Files the petition with the Boundary Commission. (117.17)

**Boundary Commission:**

71. Gives notice to the filing of the petition in the same manner as upon the filing of the original incorporation petition. (117.17)

72. Orders the election of a new charter commission in the same manner as the first charter commission.

**Electors of the Affected Territory:**

73. Repeat the procedures of electing a charter commission, drafting a charter and voting on the proposed charter. (117.17)



JENNIFER M. GRANHOLM  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LABOR & ECONOMIC GROWTH  
LANSING

KEITH W. COOLEY  
DIRECTOR

## STATE BOUNDARY COMMISSION

### *TIMELINE FOR INCORPORATION*

ACTION	TIMELINE
<b>PART I. OBTAINING APPROVAL FOR INCORPORATION</b>	
1. Preparation Activities: task force comprised of residents, survey, public forums	
2. Prepare draft petition	
3. Circulate petition for signatures	
4. File petition with State Boundary Commission	
5. Boundary Commission legal sufficiency meeting	Approximately 90 days after filing
7. Public Hearing conducted by Boundary Commission	Approximately 60-90 days after legal sufficiency meeting (Only if approved)
8. Submit additional public comment to Boundary Commission	30 day period following public hearing
9. Rebuttal Period (7 day rebuttal period for material received at Public Hearing & during 30 day period for involved parties (twp, village, city) only)	Approximately 60-90 days after public hearing
10. Adjudication (Commission deliberation on docket material, evidence & recommendation)	Approximately 60-90 days after rebuttal period
11. Adopt Findings of Fact	Approximately 30-60 days after adjudication
12. Director of Department of Labor & Economic Growth Issues Order	Approximately 1-2 weeks

**IF THE ORDER DOES NOT APPROVE THE INCORPORATION PROCESS TO MOVE FORWARD, THE PROCESS ENDS.**

**IF THE ORDER APPROVES THE INCORPORATION PROCESS TO MOVE FORWARD, AND A REFERENDUM PETITION IS FILED, THEN GO TO PART II.**

**IF THE ORDER APPROVES THE INCORPORATION PROCESS TO MOVE FORWARD, AND A REFERENDUM PETITION IS NOT FILED, THEN GO TO PART III.**

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## **PART II. REFERENDUM**

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- |                                                                            |                                                                        |
|----------------------------------------------------------------------------|------------------------------------------------------------------------|
| 1. Circulate referendum petition for signatures                            |                                                                        |
| 2. File referendum petition with the Boundary Commission                   | Within 45 days of the date the Order is signed by the Director.        |
| 3. Boundary Commission determines legal sufficiency of referendum petition | Approximately 2 months after of filing                                 |
| 4. Referendum election                                                     | Date set by Boundary Commission to coincide with Michigan Election Law |

<b>IF THE INCORPORATION IS APPROVED BY REFERENDUM, THEN A CHARTER MUST BE ADOPTED WITHIN 2 YEARS OF THE DATE THE APPROVAL ORDER BECOMES EFFECTIVE.</b>
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## **PART III. ADOPTION OF CHARTER** *(DOES NOT INVOLVE THE STATE BOUNDARY COMMISSION)*

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- |                                                                                                  |                                                                                     |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| 1. Charter Commission candidates file nominating petitions                                       |                                                                                     |
| 2. Election of 9 charter commissioners                                                           |                                                                                     |
| 3. Write draft charter                                                                           | Charter Commission must meet within 10 days of election; frame draft within 90 days |
| 4. Charter review by governor's office                                                           |                                                                                     |
| 5. Election on charter                                                                           |                                                                                     |
| 6. If charter does not pass repeat steps 3, 4, and 5                                             |                                                                                     |
| 7. If charter is approved, the effective date of the new city is the date stated in the charter. |                                                                                     |

<b>IF A CHARTER IS NOT ADOPTED WITHIN 2 YEARS OF THE DATE OF THE DEPARTMENT ORDER, THE INCORPORATION PROCESS ENDS.</b>
------------------------------------------------------------------------------------------------------------------------

State of Michigan  
Department of Labor & Economic Growth  
State Boundary Commission

**PETITION FOR CITY INCORPORATION**  
**TO BE FILED WITH THE STATE BOUNDARY COMMISSION**

A PETITION FOR CITY INCORPORATION SHALL BE COMPOSED OF THE FOLLOWING PARTS AND FORMS:

- PART I.....** A map or drawing for the area proposed to be incorporated, prepared by the petitioner in such a way that the minimum map size is 8 ½" by 13", with a maximum map size of 14" by 18". The map or drawing is supplied by the petitioner. Review State Boundary Commission Administrative Rules No. 25 and 27 regarding the content of this map. **LABEL THIS MAP PART I.**
- PART II.....** See page "Part II" for instructions.
- PART II(a).....** See page "Part II (a)" for instructions.
- PART III.....** Review State Boundary Commission Administrative Rules Nos. 25 and 27 regarding the content of this description.
- PART IV.....** Petition Signature Form No. 2010-2002 (size 8 ½ x 14): can be obtained from either the State Boundary Commission Office or a local Secretary of State Office.
- PART V.....** State reason(s) for proposing incorporation.
- PART VI.....** A map prepared on paper supplied by petitioner, showing the relationship of the area proposed for incorporation with adjacent units of government. The map may be of a size the petitioner chooses and shall not be evaluated by the Commission in its determination of legal sufficiency. **LABEL THIS MAP PART VI.**

This petition form is issued under authority of Public Act 191 of 1968, as amended.  
Completion of this petition is voluntary, but failure to do so may cause your petition to be rejected for legal sufficiency.

The completed petition should be filed with the Boundary Commission Office in Lansing. This may be done in person between the hours of 8:00 a.m. - 5:00 p.m., or by mail at the following address:

State Boundary Commission  
Michigan Department of Labor & Economic Growth  
611 W. Ottawa Street  
P.O. Box 30004  
Lansing, MI 48909

In compliance with the American Disabilities Act, the Department of Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability or political beliefs. If you need assistance with reading, writing, hearing, etc. regarding this petition, you may make your needs known to this agency by contacting the State Boundary Commission Office, either by telephone (517-335-3439) or email (holmes@michigan.gov).

# PETITION FOR CITY INCORPORATION

## PART II

To the State Boundary Commission:

We, the undersigned qualified electors who are freeholders of

\_\_\_\_\_ township(s) in \_\_\_\_\_ county(s)

and the territory affected and/or described herein (in PART III), do petition that the question of incorporation of the proposed City of \_\_\_\_\_ as a home rule city be considered by your commission in accordance with the provisions of Act 279 of the Public Acts of 1909, as amended, and the provisions of Act 191 of the Public Acts of 1968, as amended.

It is not necessary to sign and notarize this form. The phrase, "WE, the undersigned..." refers to petition signers in PART IV.

# PETITION FOR CITY INCORPORATION

## PART IIa

It is the responsibility of the petitioner to furnish the State Boundary Commission with the names, addresses and telephone numbers of persons and governmental bodies that will be noticed for Commission meetings and public hearings. It is important that the information below is accurate and current. The processing of this petition may be delayed if inaccuracies cause improper notice.

1.

<b>Name of Petitioner:</b>	
Mailing Address:	
Telephone: (      )	Fax: (      )

2.

<b>Name of Village:</b>	
Name of Village Clerk:	
Mailing Address:	
Telephone: (      )	Fax: (      )

3.

<b>Name of Township:</b>	
Name of Township Clerk:	
Mailing Address:	
Telephone: (      )	Fax: (      )

4.

<b>Name of County:</b>	
Name of County Clerk:	
Mailing Address:	
Telephone: (      )	Fax: (      )

5. If the petition should involve more than one township, county and/or village, place additional township, county and/or village information on separate sheet and attach to this form.

# PETITION FOR CITY INCORPORATION

## PART III

The legal description for the proposed city of \_\_\_\_\_

is described as follows:

**PETITION FOR CITY INCORPORATION**

**PART IV**

**THIS PART SHALL CONTAIN  
THE REQUIRED PETITION SIGNATURES  
AND MUST BE SUBMITTED  
ON**

**SECRETARY OF STATE/BUREAU OF ELECTIONS FORM 2010-2002**

# PETITION FOR CITY INCORPORATION

## PART V

We further represent that the incorporation proposed in this petition is necessary or desirable at this time for the following reason(s):

## INSTRUCTIONS ON REVERSE SIDE

## COUNTY/LOCAL PROPOSAL PETITION

We, the undersigned qualified and registered electors, residents in the ☐ City  
☐ Township  
☐ Village of ☐ **CHECK ONE**

In the County of \_\_\_\_\_

State of Michigan, respectively petition for:

**WARNING--A PERSON WHO KNOWINGLY SIGNS THIS PETITION MORE THAN ONCE, SIGNS A NAME OTHER THAN HIS OR HER OWN, SIGNS WHEN NOT A QUALIFIED AND REGISTERED ELECTOR, OR SETS OPPOSITE HIS OR HER SIGNATURE ON A PETITION, A DATE OTHER THAN THE ACTUAL DATE THE SIGNATURE WAS AFFIXED, IS VIOLATING THE PROVISIONS OF THE MICHIGAN ELECTION LAW.**

SIGNATURE	PRINTED NAME	STREET ADDRESS OR RURAL ROUTE	ZIP CODE	DATE OF SIGNING		
				MONTH	DAY	YEAR
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						

## CERTIFICATE OF CIRCULATOR

The undersigned circulator of the above petition asserts that he or she is qualified to circulate this petition and that each signature on the petition was signed in his or her presence; and that, to his or her best knowledge and belief, each signature is the genuine signature of the person purporting to sign the petition, the person signing the petition was at the time of signing a qualified registered elector of the City, Township or Village listed in the heading of the petition, and the elector was qualified to sign the petition.

**WARNING--A CIRCULATOR KNOWINGLY MAKING A FALSE STATEMENT IN THE ABOVE CERTIFICATE, A PERSON NOT A CIRCULATOR WHO SIGNS AS A CIRCULATOR, OR A PERSON WHO SIGNS A NAME OTHER THAN HIS OR HER OWN AS CIRCULATOR IS GUILTY OF A MISDEMEANOR.**

CIRCULATOR - DO NOT SIGN OR DATE  
CERTIFICATE UNTIL AFTER CIRCULATING PETITION.

(Signature of Circulator)

(Date)

(Printed Name of Circulator)

(City, Township or Village Where Registered)

Complete Residence Address (Street and Number or Rural Route)

(Zip Code)

## NOTICE

This form is in compliance with Michigan election law, MCL 168.488. Before using this form, it is strongly advised that you review the provisions of Michigan law which grant you the right to place your proposal on the ballot through a petitioning process to determine if any additional petition formatting requirements are specified. If additional requirements are specified under the governing statutes, this form cannot be used.

## READ BEFORE CIRCULATING PETITION

The validity of signatures placed on this petition may be affected if the following is not observed.

Complete the heading of the petition before circulating it.

- Enter the city, township, or village and county where the petition will be circulated. Indicate whether the jurisdiction listed is a "city", "township" or "village." Do not list more than one city, township or village. (Note: If a county proposal, the petition must be circulated on a city/township basis; this sheet cannot be circulated countywide.)
- Enter an appropriate description of your proposal.

Make sure that all signers properly complete the petition.

- Each signer must be registered to vote in the city, township or village listed in the heading.
- Each signer must sign and print his or her first and last name.<sup>1</sup>
- Each signer must enter his or her full address. A rural route number is acceptable. A post office box is not acceptable.
- Each signer must enter his or her Zip Code.<sup>2</sup>
- Each signer must date his or her signature with the month, day and year.

Complete the circulator's certificate after circulating the petition.

- Sign and print your full name and enter the month, day and year.<sup>1</sup> Signatures on the petition which are dated after the date on the circulator's certificate are invalid.
- Enter the name of the city, township or village where you are registered.
- Enter your full address. A rural route number is acceptable. A post office box is not acceptable.
- Enter your Zip Code.<sup>2</sup>

Circulate the petition properly.

- Do not fail to question signers on their jurisdiction of registration.
- Do not complete the heading of the petition after signatures have been affixed on the petition.
- Do not leave the petition unattended.

<sup>1</sup> The failure of the circulator or an elector who signs the petition to print his or her name or to print his or her name in the proper location does not affect the validity of the circulator's or signer's signature. However, a printed name located in the space designated for printed names does not constitute the signature of the circulator or elector.

<sup>2</sup> The failure of the circulator or an elector who signs the petition to enter a Zip Code or to enter his or her correct Zip Code does not affect the validity of the circulator's or signer's signature.





JENNIFER M. GRANHOLM  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LABOR & ECONOMIC GROWTH  
LANSING

KEITH W. COOLEY  
DIRECTOR

## STATE BOUNDARY COMMISSION

### LEGAL SUFFICIENCY CHECKLIST CRITERIA FOR ANNEXATIONS, INCORPORATIONS, & CONSOLIDATION (Based on State Boundary Commission Rules 25, 26 and 27) \*

#### **PART I** (Perimeter map or drawing)

- shall clearly identify graphically the territory proposed to be incorporated, consolidated or annexed;
- shall be of sufficient scale and clarity;
- minimum size: 8 1/2" x 13"; maximum size: 14" x 18";
- shall be substantially accurate and consistent with the legal description [PART III] of the territory proposed to be incorporated, consolidated or annexed;
- shall be unambiguous to a layperson regarding:
  - (a) inclusion or exclusion of his/her own property;
  - (b) identifiable roads;
  - (c) section lines;
  - (d) existing local government boundaries;
  - (e) major geographic features.

#### **PARTS II through VI**

- shall be prepared on forms furnished by the Commission [or an accurate facsimile of current forms];
- Petition forms are available either by contacting the State Boundary Commission Office or on the web at:  
[http://www.michigan.gov/documents/cis\\_opla\\_checklis\\_35833\\_7.pdf](http://www.michigan.gov/documents/cis_opla_checklis_35833_7.pdf).

#### **PART III**

- shall clearly identify by an accurate written description the boundaries of the territory proposed to be incorporated, consolidated or annexed;

- shall be **substantially accurate and consistent with the perimeter map or drawing** [PART I] of territory proposed to be incorporated, consolidated or annexed.

## **PART VII** (Map)

- shall clearly identify the relationship of the area proposed for incorporation, consolidation or annexation to the balance of the involved and adjacent units of government;
- may be of any size petitioner chooses;
- this map is not a factor in determining legal sufficiency of petition.

### **ANNEXATION PETITIONS**

#### ***BY FIRM, CORPORATION OR OTHER FORMAL ORGANIZATION***

Include copies of documents necessary to show petitioner was authorized to file, such as:

- resolutions;
- meeting minutes;
- correspondence;
- transmittal letters.

Document the following:

- officer or other agent was **authorized** to initiate a petition on behalf of an organization;
- governing body of the **organization was fully informed**;
- governing body **approved** the annexation petition.

### **ANNEXATION RESOLUTION BY CITY**

Include copies of documents necessary to show petitioner was authorized to file, such as:

- resolutions;
- meeting minutes;
- correspondence;
- transmittal letters.

Document the following:

- officer or other agent was **authorized** to initiate a petition on behalf of city;
- governing body of the **city was fully informed**;
- governing body **approved** the annexation resolution.

### ANNEXATION RESOLUTION INITIATED BY CITY PLANNING COMMISSION OR A BOARD OR COMMISSION OTHER THAN THE CITY COUNCIL

Include copies of documents necessary to show petitioner was authorized to file, such as:

- resolutions;
- meeting minutes;
- correspondence;
- transmittal letters.

Document the following:

- officer or other agent was **authorized** to initiate a petition on behalf of board or commission city;
- governing body of the **board or commission was fully informed**;
- governing body **approved** the annexation resolution;
- **city council was fully informed**;
- **city council approved** the annexation resolution.

### CONSOLIDATION PETITIONS

(Per State Boundary Commission Act, MCL 123.1012)

#### PETITION SIGNERS:

- a. Each signer must be a registered elector in one of the affected municipalities.
- b. Signatures may be collected in 1 or more of the affected municipalities.
- c. Signatures must equal at least 5% of the total population of the affected municipalities.

#### MUNICIPALITIES THAT MAY CONSOLIDATE:

- a. Combinations of cities, villages and townships.
- b. At least one of the municipalities in any consolidation must be an incorporated city.
- c. No township may be consolidated with other municipalities unless every village incorporated within its territorial boundaries is included in the consolidation.

**TWO YEAR MORATORIUM:**

The Commission must reject a consolidation petition if consolidation of the identical municipalities has been voted on within the 2 years immediately preceding the filing of the later petition, unless the prior petition included 1 or more municipalities that are not included in the later petition.

**SUFFICIENCY REVIEW & PROCESS:**

Process as a petition proposing to incorporate a new city.

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**NOTE:**

If recorded documents are **referenced** in documents that are part of any petition or resolution **but not included** in the petition,  
then Commission staff may request copies,  
prior to the commission's meeting on legal sufficiency,  
in order to determine the accuracy of the petition, map/drawing or legal description.

Upon filing, petitions will stand or fall on content (except as noted above).

No modifications, corrections, deletions, or additions are permitted after filing.

proposition to consolidate the identical municipalities has been voted on within the 2 years immediately preceding the filing of the later petition.

(3) Upon such determination, the secretary shall return the petition or resolution to the petitioner and certify the reasons for its rejection.

(4) The 2-year period shall start on the day the prior annexation petition or resolution was filed.

(5) The 2-year period shall not apply to annexation petitions or resolutions that are rejected by the commission for not being legally sufficient.

History: 1954 ACS 81, Eff. Oct. 22, 1974; 1979 AC.

R 123.25 Petitions, general.

Rule 25. (1) Part I of incorporation or consolidation petitions or annexation petitions or resolutions shall consist of a map or drawing clearly showing the territory proposed to be incorporated, consolidated or annexed and be constructed by the petitioner in such a way that its minimum size is 8 1/2" x 13" with a maximum size of 14" x 18". Parts II through VI shall be prepared on forms furnished by the commission. Part VII shall contain a map showing the relationship of the area proposed for incorporation, consolidation or annexation to the balance of the involved and adjacent units of government which may be of a size that the petitioner chooses and which shall not be considered by the commission in its determination of legal sufficiency. For the purpose of determining legal sufficiency, a perimeter map or drawing and legal description shall be part of the petition and shall be substantially accurate and consistent with each other.

(2) In a petition submitted to the public for signature, the map or drawing accompanying the signature sheets shall be of sufficient scale and clarity as to be unambiguous to a layman with respect to the inclusion or exclusion of his own property and the relationship of the petitioned area to identifiable roads, section lines, existing local government boundaries and major geographic features. Upon discovery of a disparity between various public or private records as to land ownership or the location of local government boundaries, the disparity shall be brought to the attention of the commission, the petitioners and the affected units of government prior to the commission's meeting on the legal sufficiency of the petition.

(3) Where maps, drawings, plats, deeds, surveys, legal descriptions, or other documents that are part of the petition or resolution contain reference to additional recorded data or documents that are found to be necessary to determine the accuracy of the petition, map, drawing, or legal description, and copies of these recorded documents are not a part of the petition, the secretary may request the petitioner to supply copies of these documents to the commission by a date specified by the secretary, which date shall be prior to the commission's meeting on the legal sufficiency of the petition.

(4) An annexation petition by a firm, corporation, or other formal organization and an annexation resolution shall contain copies of resolutions, meetings minutes, correspondence, transmittal letters, or other documents that are necessary to show that the petitioner was authorized to file. Where a city planning commission or a board of commission other than the city council initiates annexations, the petition shall contain copies of all documents necessary to show that the city council was fully informed before approving the annexation resolution. Similarly, for other organizations for which an officer or other authorized agent initiates a petition, it shall be documented that the proper governing body of that organization was fully informed before approving the annexation petition.

(5) Upon filing, each petition shall stand or fall on its own content. Modifications, corrections, deletions or additions to a petition shall not be made except those authorized in subrule (3) and R 123.27.

History: 1954 ACS 81, Eff. Oct. 22, 1974; 1979 AC.

R 123.26 Forms.

Rule 26. A petition, and survey certification which may be required by commission order pursuant to R 123.27, shall be prepared on a size paper and in accordance with forms furnished by the commission. A petition and certificate shall contain only the matters prescribed by the forms and such additional information as the commission deems necessary. A petition shall not be considered unless it is prepared on the proper commission form. Blank petition forms shall be furnished by the commission.

History: 1954 ACS 81, Eff. Oct. 22, 1974; 1979 AC.

R 123.27 Boundary identification.

Rule 27. (1) A petition for incorporation, consolidation, or annexation or an annexation resolution shall identify graphically and by an accurate written description the boundaries of the land that are proposed to be incorporated, consolidated, or annexed.

(2) The commission may order that all or part of the boundaries of the area be certified by a registered land surveyor.

History: 1954 ACS 81, Eff. Oct. 22, 1974; 1979 AC.

PART 4. PREHEARING PROCEDURES

R 123.41 Forms.

Rule 41. The documents required by R 123.42 and R 123.46 to R 123.49 shall be completed only on forms prescribed and furnished by the commission. In addition to the contents of the documents prescribed by those rules, the documents shall contain such additional information as the commission deems necessary and reasonable.

History: 1954 ACS 81, Eff. Oct. 22, 1974; 1979 AC.

R 123.42 Annexation, consolidation, and incorporation; criteria information.

Rule 42. Upon the declaration of legal sufficiency of an annexation petition or resolution or a consolidation or incorporation petition, the petitioner and the involved units of government shall be instructed to complete and return within 30 days of mailing a criteria information evaluation questionnaire which shall be provided by the commission.

History: 1954 ACS 81, Eff. Oct. 22, 1974; 1979 AC.

R 123.43 Prehearing conference.

Rule 43. (1) Upon filing the form required by R 123.42, the commission may hold a prehearing conference to which the petitioners, representatives from involved units of government, affected or interested state and federal agencies, affected planning commissions, other interested organizations and persons may attend and which may include, among other topics:

(a) Examination and discussion of the information shown to be available on the criteria information evaluation questionnaire.

(b) Determination if any additional information not listed on the questionnaire is available.

(c) Determination of what criteria information needs to be developed.

(d) Adoption of a resolution which shall:

(i) Specify additional information that is required to be developed.

(ii) Specify dates the information shall be available.

# VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

[ddettling@villageofdexter.org](mailto:ddettling@villageofdexter.org)

Phone (734) 426-8803 Fax (734) 426-5614

## MEMO

**To:** President Seta and Council  
**From:** Donna Dettling, Village Manager  
**Date:** April 23, 2007  
**Re:** Dexter-Ann Arbor Street Improvement Project

**AGENDA** 4.23.07  
**ITEM** L - 4

Council requested that discussion to move the Dexter-Ann Arbor Street Improvement Project ahead to 2008 be placed on the agenda. MDOT Funds are secured for this project in 2009, approximately \$339,000. The Village can complete the project in 2008 and request reimbursement from MDOT in 2009. The Village currently has \$96,000 committed to the project from private sources.

It will be necessary to secure an update of the 2005 cost estimate and develop desired design features listed below as well as potential collaboration with DCS, if their transportation bond is approved in the Fall.

- Mast Arm Signal
- DTE Poles Relocation/Underground
- Other Pedestrian Safety Features
- Storm Water Design Features i.e. BMP's
- Move Water Main

**At this time, Council is asked to make a motion to secure an updated project cost estimate and include additional design features in the cost estimate.**

# VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303 Fax (734)426-5614

## MEMO

**To:** President Seta and Council  
**From:** Donna Dettling, Village Manager  
**Date:** April 23, 2007  
**Re:** 425 Agreement with Scio Township

**ITEM**

**L-5**

Attached is the email you received at the last meeting from Charlie Nielsen regarding the Gordon Hall property. As indicated in the email Scio is looking for the Village to sign an agreement that should the conservation easement be annexed to the Village (or City) that Dexter would reimburse Scio Township for the purchase price.

An email dated April 18, 2007 between Paul Bishop and Shawn Keough is included for your review. This proposes an alternative to the Scio reimbursement request and asks the Village and Scio to consider amending the 425 agreement (copy attached) to include the property at Gordon Hall that is in Scio Township, approximately 30 acres.

This item is for discussion purposes only. If there is a desire by this Board to initiate amendments to the 425 Agreement, please direct staff to work on the language changes to accommodate this.

**Donna Dettling**

---

**From:** Jim Seta [jseta@villageofdexter.org]  
**Sent:** Thursday, April 05, 2007 4:07 PM  
**To:** David Boyle; Jim Carson; Paul Cousins; Donna Fisher; Shawn Keough; Joe Semifero; Ray Tell  
**Cc:** John Hanifan; Donna Dettling  
**Subject:** Fw: Gordon Hall

Council and Staff,

Attached below is a letter from Charlie Nielsen regarding the Gordon Hall property. We can discuss this on Monday night if you would like to. My preliminary reaction is to not agree to reimburse Scio Township if the property came into the Village, after all this property was already included in the 1981 agreement.

Have a great Easter!  
Regards,  
Jim Seta

----- Forwarded Message -----

**From:** Charles D. Nielsen <CNielsen@twp.scio.mi.us>  
**To:** Jim Seta <jseta@villageofdexter.org>  
**Cc:** Township Board <TownshipBoard@twp.scio.mi.us>  
**Sent:** Monday, April 2, 2007 2:19:45 PM  
**Subject:** Gordon Hall

We had some more discussion at our last board meeting regarding how to handle the Gordon Hall situation. Our question now is this; would Dexter be willing to sign an agreement that should the conservation easement be annexed to the Village (or City) that Dexter would then reimburse Scio Township for the purchase price? Since the easement can not be developed and therefore has insignificant tax ramifications, it would seem of little interest for Dexter to annex it anyway. If Dexter agreed to this approach we could put some minds at ease and finally bring some closure to this issue.

Respectfully,  
*Charles Nielsen*  
Supervisor, Scio Township

**Donna Dettling**

**From:** Keough, Shawn [SKEOUGH@WadeTrim.com]  
**Sent:** Wednesday, April 18, 2007 9:55 AM  
**To:** Paul Bishop  
**Cc:** gcampbell@annarbornews.com; Donna Dettling; John Hanifan; Jim.Seta@skf.com  
**Subject:** RE: Gordon Hall

Good morning Paul,

I forwarded this to Donna yesterday and asked her to include on the agenda in the Council packet. I think the request to amend the 425 agreement should start with Scio Twp since they are the ones that have recently brought up the "conflict" that you are referencing. I personally think it is a good idea for Council to be aware of the DHS plan to approach Scio in this regard, but I don't think Council should initiate this and act on anything until Scio presents some type of language or request on how the 425 would be modified for Council to review. I know this may result in this topic carrying over into another meeting or so, but after reviewing everything, I think that would make the most sense. Do you see any problem with this approach?

With regard to my motion that was tabled until the April 23rd meeting, Council will need to decide to postpone this again or vote for or against it. I think it would help if you can provide an additional email describing (from you or the DHS) that the Village does not need to be in a hurry to make the first \$20,000 payment? Further, if your email could indicate that if DHS does get the additional \$600,000 from UMRC, indicate that the Village will not need to make these payments at all. Then the Village could decide whether to spend additional monies to pursue the right-of-way. This way the right-of-way for the viaduct could be a separate issue for discussion, because even though I would support this, it would still need full Council approval.

I am available to speak on the phone this afternoon, but have to run to meetings this morning.

thank you - Shawn

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**From:** Paul Bishop [mailto:bisins@yahoo.com]  
**Sent:** Tuesday, April 17, 2007 2:05 PM  
**To:** Keough, Shawn  
**Subject:** Gordon Hall

Shawn, As we spoke of Monday night, my suggestion to clear up the Scio/Village conflict with the 30 acres of Gordon Hall property is this:

Ammend the existing 425 agreement between Scio Township and the Village of Dexter to include the 30 acres of Gordon Hall property in Scio Township. This agreement would allow the 30 acres to remain in the township for the duration of the agreement including any extensions. Provisions will be made for any of the property needed to allow the completion of the proposed new viaduct from the bridge to Island Lake road located in Scio township and transversing Gordon Hall property only. Otherwise the Conservation easement would be in place.

I will attend the council meeting of April 23 to speak to this issue. I would hope the council will approve these parameters as Scio will approve them on Wednesday, April 25.

Thanks for tending to this issue.

Paul Bishop

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Ahhh...imagining that irresistible "new car" smell?  
 Check out [new cars at Yahoo! Autos](#).

4/18/2007

### **(3)CONTRACT FOR CONDITIONAL TRANSFER**

**Scio Township**

**Dated: January 24, 2000**

Property referred to as the "Mast Property", acquired by DCS to build a new High School. A location map is included with a copy of the contract.

#### **Considerations:**

- The Project Area is transferred to the Village for the purpose of providing water and sewer services, and eliminating the installation and use of septic systems and drilling for water, thus protecting the environment.
- Village will provide all municipal services to Project Area, and area considered and treated as part of the Village and under its jurisdiction for all purposes.
- Contract period fifty (50) years, renewable for additional periods not to exceed fifty (50) years upon mutual agreement.
- Project Area shall return to Township upon expiration, non-renewal or termination of contract.
- Village shall continue to have the right to provide municipal water and sewer.
- Any change of use other than public school, must be harmonious with those uses on adjacent township property.

(3)

**CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY FROM THE  
TOWNSHIP OF SCIO TO THE VILLAGE OF DEXTER PURSUANT TO  
PUBLIC ACT 425 OF 1984, AS AMENDED**

**1. PARTIES**

This Contract, dated April 10th, 2000, is between the Village of Dexter (the "Village"), a general law village, whose address is 8140 Main Street, and Scio Township (the "Township") a general law township, whose address is 827 N. Zeeb, Ann Arbor, MI 48103.

**2. BACKGROUND AND PURPOSE; PROTECTION OF ENVIRONMENT**

Dexter Community Schools is constructing a new high school on a parcel of land (the "Project Area") located within the Township and more specifically described on Exhibit A attached hereto and incorporated herein. In order to protect the environment (including but not limited to the protection of the groundwater and surface water), it is desirable and necessary to connect the new high school to a municipal water and sewer system and thereby eliminate the installation and use of septic systems and the drilling and use of water wells in the Project Area. However, the Township is unable to provide municipal water and sewer service to the Project Area. The Village is willing and able to provide municipal water and sewer service to the new high school if the Project Area is transferred to the jurisdiction of the Village. The Township is willing to transfer jurisdiction of the Project Area to the Village to protect the environment pursuant to and as permitted by PA 425 of 1984, as amended, under the terms and conditions of this Agreement.

**3. FACTORS CONSIDERED**

In formulating this Contract, the Village and Township have considered the factors set forth in Section 3 of Public Act 425 of 1984, as amended.

**4. COMPLIANCE WITH THE PROCEDURES OF P.A. 425 OF 1984**

The Village and Township have each held a public hearing on this Contract and have complied with the procedures set forth in Section 4 of Public Act 425 of 1984.

**5. TRANSFER OF JURISDICTION; SERVICES TO BE PROVIDED BY VILLAGE**

Upon the effective date of this Contract as described in paragraph 14, the Project Area will be conditionally transferred to the Village. The Village will thereafter provide all municipal services to the Project Area, including but not limited to police, fire, zoning, sewer, water, ordinance enforcement, elections, etc. The Project Area will be considered and treated as a part of the Village and under its jurisdiction for all purposes.

**6. LEVYING AND SHARING OF TAXES**

As the Project Area is owned by Dexter Community Schools and is exempt from ad valorem taxes, there is no levying or sharing of taxes in regard to the Project Area under this Contract.

**7. TERM OF CONTRACT**

This Contract shall be in effect for a period of fifty (50) years from its effective date. After the fifty (50) year period, the Contract may be renewed for additional periods not to exceed fifty (50) years upon the mutual agreement and approval of the Village and Township.

**8. RETURN OF PROJECT AREA TO TOWNSHIP UPON EXPIRATION OR TERMINATION**

Upon the expiration, non-renewal or termination of this Contract, the Project Area shall return to the jurisdiction of the Township. However, in such event the Village shall continue to have the right to provide municipal water and sewer service to the Project Area, which right shall survive the termination of this Contract.

**9. ENFORCEMENT OF CONTRACT; TERMINATION**

If one of the parties fails to meet its obligations (the Defaulting Party) under this Contract, then the other party (Non-defaulting Party) shall send written notice to the Defaulting Party. The notice shall specify how the Defaulting Party has failed to meet its obligations and the actions necessary to be taken, in the opinion of the Non-defaulting Party, to meet those obligations. If the Defaulting Party fails to comply with the Contract within sixty (60) days of the receipt of that written notice, then the Non-defaulting Party shall have the option of declaring a breach of the Contract and terminating the Contract. In that case the Project Area shall be returned to the jurisdiction of the Township in a manner that facilitates the smooth and orderly transfer of jurisdiction. The non-defaulting Party shall also have the option, in lieu of declaring a breach, of bringing legal proceedings for mandamus, injunctive relief, specific performance, declaratory judgment, or other appropriate action to enforce the Contract. The Contract may also be terminated at any time by the mutual agreement of the parties thirty (30) days after public hearing held by both the Village and Township.

**10. AMENDMENT OF CONTRACT**

This Contract may be amended by the mutual agreement of the parties in the same manner used to enter into the Contract.

**11. CHANGE OF USE OF PROJECT AREA**

In the event of a proposal to change the use of the Project Area to other than public school and related uses, the Township and Village agree to renegotiate this Contract.

**12. TOWNSHIP GRANT OF PERMISSION TO USE PUBLIC RIGHT OF WAYS; OWNERSHIP OF SEWER AND WATER FACILITIES**

The Township hereby grant to the Village permission to use the highways, streets, alleys, easements and rights-of-way and other public places in the Township as may be necessary to connect the Project Area to the Village's water and sewer systems. Any facilities installed by the Village, including but not limited to pipelines, pumps, valves, controls, etc., in the highways, streets, alleys, easements and rights-of-way and other public places to provide water and sewer service to the Project Area shall be considered to be the property of the Village during the term of this Contract. The Township agrees to execute any additional documents such as easements, licenses, consents, etc., if necessary, to authorize the Village to provide water and sewer service to the Project Area. After the

termination of this Contract, any such facilities not owned by Dexter Community Schools and located in the Township shall become the property of the Township, but the Village shall retain the right to provide water and sewer service to the Project Area using said facilities which right shall survive the termination of this Contract; provided, however, that the Village shall remain responsible for maintenance of said facilities, so long as it is providing service to the Project Area.

**13. CONTRACT TO SURVIVE IF EITHER PARTY INCORPORATES AS A CITY**

If either the Village or Township, or both, should incorporate as a city during the term of this Contract or any extension thereof, this Contract shall survive and remain in effect and be binding on the city or cities which succeed the Village and/or Township.

**14. EFFECTIVE DATE OF CONTRACT; EFFECTIVE DATE OF TRANSFER OF PROJECT AREA, VILLAGE CLERK TO FILE CONTRACT WITH SECRETARY OF STATE AND COUNTY CLERK**

This Contract shall take effect after the approval and signing of the Contract by the Village and Township officials and the filing by the Village Clerk of duplicate original copies with the County Clerk and the Michigan Secretary of State pursuant to Section 10 of the Act, which will cause the conditional transfer of the Project Area to take place.

SCIO TOWNSHIP

By: 

Its: Township Supervisor

By: 

Its: Township Clerk

VILLAGE OF DEXTER

By: 

Its: Village President

By: 

Its: Village Clerk

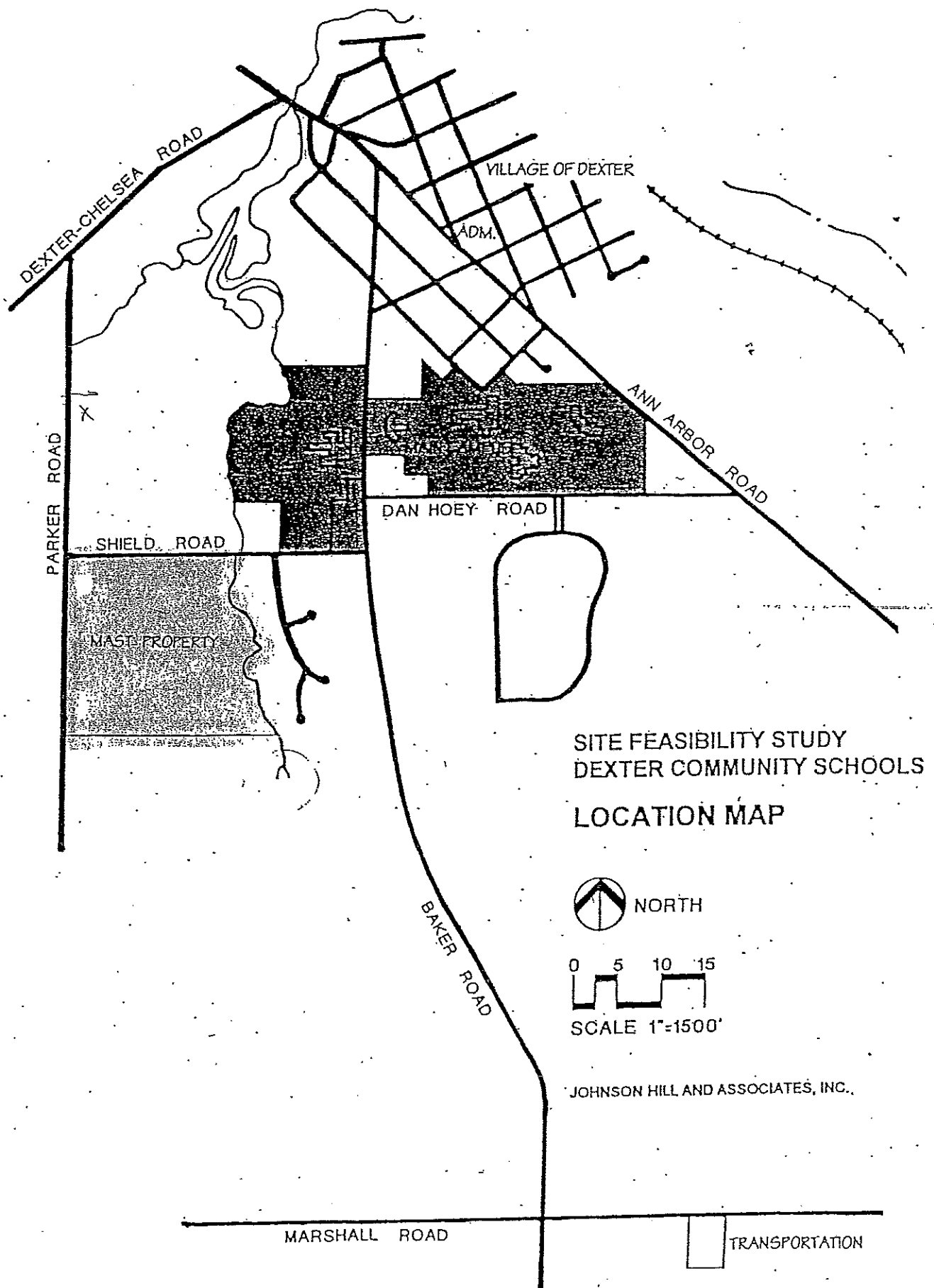




EXHIBIT A  
2 OF 2

## CERTIFICATE OF SURVEY

96.4± ACRE PARCEL

A 96.4 Acres, more or less, parcel of land in the NW 1/4 of Section 7, T2S, R5E, Scio Township, Washtenaw County, Michigan described as

COMMENCING at the W 1/4 Corner of said Section 7, said corner being the

## POINT OF BEGINNING;

thence N 01 deg. 26 min. 41 sec. W 81.06 feet along the West Line of said Section 7 and the Centerline of Parker Road to the E 1/4 Corner of Section 12, T2S, R4E;  
 thence N 01 deg. 42 min. 24 sec. W 1703.70 feet along said West Line and Centerline;  
 thence N 89 deg. 06 min. 36 sec. E 361.00 feet;  
 thence N 01 deg. 42 min. 24 sec. W 311.17 feet;  
 thence N 89 deg. 06 min. 36 sec. E 700.00 feet along the Centerline of Shield Road;  
 thence S 01 deg. 42 min. 24 sec. E 311.17 feet;  
 thence N 89 deg. 06 min. 36 sec. E 280.00 feet;  
 thence N 01 deg. 42 min. 24 sec. W 311.17 feet;  
 thence N 89 deg. 06 min. 36 sec. E 174.91 feet along said Centerline;  
 thence N 88 deg. 57 min. 00 sec. E 431.00 feet along said Centerline to meander point no. 1 on the west bank of Mill Creek;  
 thence Southerly along the west bank of Mill Creek to a point that measures N 89 deg. 12 min. 23 sec. E 7.5 feet more or less from meander point no. 3;  
 thence S 89 deg. 12 min. 23 sec. E 7.5 feet more or less to meander point no. 3 which measures the following two (2) courses from meander point no. 1;  
 1) S 26 deg. 31 min. 01 sec. W 37.23 feet to meander point no. 2, and  
 2) S 14 deg. 40 min. 43 sec. E 2129.29 feet;  
 thence S 89 deg. 12 min. 23 sec. W 2407.77 feet along the E & W 1/4 Line of said Section 7 to the

## POINT OF BEGINNING.

~~thence S 89 deg. 12 min. 23 sec. W 2407.77 feet along the E & W 1/4 Line of said Section 7 to the~~  
 thirty-three (33) feet thereof for Shield Road and subject to the rights of the public over the Westerly thirty-three (33) feet thereof for Parker Road and subject to a twenty (20) foot wide Storm Drainage Easement as described below and

~~subject to easements and restrictions of record.~~TWENTY FOOT WIDE STORM DRAINAGE EASEMENT

A Twenty (20) Wide Storm Drainage Easement in the NW 1/4 of Section 7, T2S, R5E, Scio Township, Washtenaw County, Michigan and being ten (10) feet either side of the following described centerline

COMMENCING at the W 1/4 Corner of said Section 7;

thence N 01 deg. 26 min. 41 sec. W 81.06 feet along the West Line of said Section 7 and the Centerline of Parker Road to the E 1/4 Corner of Section 12, T2S, R4E;  
 thence N 01 deg. 42 min. 24 sec. W 2014.87 feet along said West Line and Centerline;  
 thence N 89 deg. 06 min. 36 sec. E 1201.00 feet along the Centerline of Shield Road;  
 thence S 01 deg. 42 min. 24 sec. E 156.97 feet to the

## POINT OF BEGINNING;

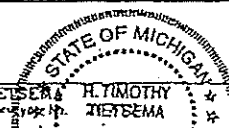

thence S 64 deg. 45 min. 00 sec. E 287.05 feet;  
 thence S 10 deg. 00 min. 00 sec. E 340.00 feet;  
 thence S 46 deg. 20 min. 00 sec. E 57.00 feet;  
 thence S 58 deg. 20 min. 00 sec. E 204.00 feet;  
 thence N 78 deg. 00 min. 00 sec. E 216.00 feet;  
 thence N 10 deg. 30 min. 00 sec. W 80.00 feet;  
 thence N 19 deg. 20 min. 00 sec. E 45 feet more or less to the West Bank of Mill Creek and the

## POINT OF ENDING

REVISED 18 DEC. 1996

CERTIFICATION - I, R. Timothy Tietsema, a Michigan Professional Surveyor, hereby states that a property line survey of the parcel of land described hereon was performed under my direct supervision; the Certificate of Survey is in compliance with P.A. 132 of 1970, as amended; and the ratio of closure of latitudes and departures was less than 1 part in 5000.

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DESCRIPTION OF SURVEY: of a 96.4± Acre parcel of land in Section 7, T2S, R5E, Scio Township, Washtenaw County, Michigan	SCALE: Fld. Bk- 149 Pg- 76-81 Ckd: 11096R) Drn. By- BEB Ckd. By- RTT	<div style="text-align: center;">  <p>R. TIMOTHY TIETSEMA, H. TIMOTHY          Professional Land Surveyor, Tietsema</p> </div> <div style="text-align: center;">  <p>LAND SURVEYING CONSULTANTS</p> </div> <div style="text-align: center;"> <p>CONVEYANCE ENGINEERING          P.O. BOX 199, CENTRAL ST          DEXTER, MICHIGAN          (313) 426-3368 (313) 741-5577</p> </div>
Client: ERWIN MAST - 506 Job No: 11096-255E07	Date: SEPT 1996 Issued: C 2 & 185 Sheet: 2 of 2	